

उत्तर प्रदेश UTTAR PRADESH

CZ 115204

### Memorandum of Understanding (MoU)

- S. 1.0 THE MOU on Third Party Sampling (TPS) for coal quality monitoring at loading end of CIL subsidiaries and SCCL for dispatch to Power Utilities.
- S.1.1 THIS MOU made and entered into on this 28<sup>th</sup> day of June 2016 (Twenty Eighth day of June Two Thousand Sixteen) between the Coal Supplying Companies, viz. Coal India Limited (CIL) a company registered under Companies Act, 1956 in India and having its registered office at Coal Bhawan, Premise No.-04 MAR, Plot No.-AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata, West Bengal-700156, Singareni Collieries Company Limited (SCCL), Singareni Bhavan, P. B. No. 18, Red Hills, Khairatabad P.O. Hyderabad-500004 and other Coal Supplying Companies having coal mines in different parts of India (hereinafter called the "Coal Company" which expression shall wherever the context so admits include its successors and permitted assigns of the first part).

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S.1.2 Power Utility - NTPC Ltd., a company registered under Companies Act, 1956 in India and having its registered office at NTPC Bhawan, Core-7, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi – 110003, its Joint Ventures and Subsidiaries, DVC, State Power units (GSECL, MPPGCL, RRVUNL, KPCL, HPGCL, MAHAGENCO etc.) and other Power Producers through Association of Power Producers (APP), 501,502, 5<sup>th</sup> Floor, Mohan Dev Building, 13 Tolstoy Marg, New Delhi-110001 having power plants located in different parts of India. (Hereinafter called the "Power Utility" which expression shall wherever the context so admits include its successors and permitted assigns of the second part).

#### And

S.1.3 Council of Scientific and Industrial Research (CSIR), a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhavan, 2 Rafi Marg, New Delhi – 110001 (hereinafter called "CSIR" which expression shall wherever the context so admits include its successors and permitted assigns) through its laboratory CSIR-Central Institute of Mining and Fuel Research, Barwa Road, Dhanbad- 826015, Jharkhand (herein after referred to as CSIR-CIMFR), which expression shall wherever the context so admits include its successors and other agencies appointed by CSIR-CIMFR assigns of the third part.

#### S.2.0 PREAMBLE

S.2.1 Whereas Coal Company produces coal from its different subsidiaries/mines situate in different parts of India and markets- coal and other products of coal to different consumers including NTPC, its Joint Ventures and Subsidiaries, DVC, State Power Units (GSECL, MPPGCL, RRVUNL, KPCL, etc.) and IPPs.

And Whereas, Power Utility is a major consumer of coal for its power plants situate at various parts of the country.

And Whereas, CSIR through its different laboratories situate throughout the country is engaged in Scientific and Research activities of different materials, including the quality of coal, and other minerals and is the prime research organization of the country.

Whereas, in the meeting on 28.10.2015, under the Chairmanship of Hon'ble Minister of State (I/C) for Power, Coal & NRE, it was decided that coal samples shall be collected and prepared by a single third party agency appointed jointly by power utilities and coal companies and CSIR-CIMFR may undertake bidding process for appointment of Third Party Sampling agencies on behalf of power utilities and coal companies and a committee has been constituted to look into the issues of Third Party Sampling and prepare a roadmap for implementation of decisions on Third Party Sampling. In the meeting of

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the Committee, held on 01.12.2015, it was agreed that CSIR-CIMFR will undertake the whole work of sampling and analysis of coal and will hire Technical Service Provider (s) for field support for this purpose following the CSIR rules and procedures in a transparent manner. CSIR-CIMFR will be taking up sampling and analysis work in phased manner.

S.2.2 Whereas CSIR-CIMFR, Dhanbad and its outstation Research Centers located at Bilaspur, Nagpur and Ranchi have the necessary R&D expertise and infrastructure on coal quality monitoring and have agreed to undertake on being appointed, the sampling and analysis job of coal as per the scope of work in this MoU (hereinafter called the ACTIVITY).

And Whereas, the Coal Company entered arrangement with the Power Utility for selling coal of different grades and qualities to Power Utility on different agreed terms from its different mines and the said organizations have decided to take the valuable service of CSIR-CIMFR for ACTIVITY at the loading points on suitable payment terms.

And whereas, on negotiation between all the said parties, viz. Coal Company, Power Utility and CSIR-CIMFR, it has been agreed to enter into separate independent Agreement on the following terms and conditions.

And whereas, this MoU will become an integral part of FSA/subsequent Agreement signed between subsidiaries of CIL/SCCL and various power utilities.

#### S.3.0 SCOPE OF THE MOU

- S.3.1 This MOU details the terms and conditions, financial arrangement, intellectual property rights, responsibilities and obligation of the Coal Company (First Party), Power Utility (Second Party) and CSIR-CIMFR (Third Party).
- S.3.2 CSIR-CIMFR (Third Party) will do ACTIVITY at loading points of different Coal Company for the dispatches to different Power Utility in terms of this contract MoU and that CSIR-CIMFR, Coal Company and Power Utility shall respectively and faithfully abide by and subject themselves to the terms and conditions and stipulations of the MoU.

#### S. 4.0 FINANCIAL ARRANGEMENTS

S.4.1 In consideration of the work to be carried out by CSIR-CIMFR on ACTIVITY from loading points of different Coal Companies, the Companies and Power Utility shall pay to CSIR-CIMFR in the following manner:

The ACTIVITY has started from 01.01.2016 onwards at few sidings; the rates will be effective from the date of commencement in proportion to the part activity performed.

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 Coal Company and Power Utility will indicate the quantity to be handled for ACTIVITY in the beginning of each financial year.

iii. Rate for the ACTIVITY at Loading point Rs. 8.50 (Rupees eight and

fifty paise only) per metric tonne.

iv. Service tax as applicable shall be payable extra. However, introduction of any new tax/withdrawal or change in existing service tax during the period of contract shall be considered over and above the firm rate.

v. The cost of the ACTIVITY would be shared equally by Coal Company and Power Utility, i.e., 50:50 basis as shown in item No. S. 4.1 (iii).

vi. The Coal Company and Power Utility will pay three month's value in advance for each financial year as mentioned in item No. S. 4.1 (ii) as advance before the commencement of the work and this advance will

be adjusted in the last quarter of the financial year.

vii. Coal Company and Power utility will release fund against each monthly bill raised along with test results by CSIR-CIMFR for the quantity, for which analysis results have been submitted by CSIR-CIMFR. Coal Company and Power utility will release the payment of bills within 30 days after receipt of bills along with necessary documentation for processing of bills. Any delay in payment to CISR-CIMFR will attract interest at the rate of RBI repo rate as on the due date of payment plus three per cent.

viii. The aforesaid rate mentioned in S. 4.1 (iii) will remain effective for the first year and for subsequent years, the rate for ACTIVITY will be subject to revision based on yearly escalation. This will be based on engineering man days, travel expenses, equipment capital expenses, instrument depreciation analysis charges, chemicals and

consumables, electricity, etc.

#### S.4.2 Sponsored R&D Project Mode

The aforesaid ACTIVITY will be treated as a Sponsored R & D project mode as per the guidelines of CSIR. The data generated under this project may be utilized by CSIR-CIMFR for further R&D purposes leading to the generation of intellectual property/knowledge base etc.

#### S.4.3 Schedule Period

The MoU will be valid for 10 (Ten) years and may be extended for another 5 (Five) years on mutual consent.

#### S.5.0 GENERAL TERMS & CONDITIONS

- S.5.1 The project activities will be executed under the overall coordinatorship of Director, CSIR-CIMFR, Dhanbad.
- S.5.2 A two tier committee namely Apex Committee and Executive Committee will be formed for managing the project activities. A high level committee (Apex Committee), where Director, CSIR-CIMFR, Dhanbad, Director, Operation, NTPC, New Delhi, Director,

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Marketing, CIL, Kolkata, Director (Operation), SCCL, Director- General-APP, DVC, MAHAGENCO, RUVNL and GSECL will be the members.

The responsibility of the Committee is to monitor and oversee the project activities. The Committee will also ensure smooth functioning of the project.

The Executive Committee shall comprise of all Scientist-in-charge of CSIR-CIMFR Research Centres, one member from each subsidiaries of CIL/Coal Company, one member from each NTPC region, one member from each State Government Power company and three members from APP. The chairman of the committee shall be nominated by Director, CSIR-CIMFR.

Members of Executive Committee will be as per list given below:

- Chairman- Dr. Ashok K. Singh, Head of Research Group (HORG), Resource Quality Assessment Division, CSIR-CIMFR, Digwadih, Dhanbad, Jharkhand
- Scientist In charge, Nagpur Research Centre, CSIR-CIMFR, Nagpur, Maharashtra.
- Scientist In charge, Bilaspur Research Centre, CSIR-CIMFR, Bilaspur, C.G.
- Scientist In charge, Ranchi Research Centre, Ranchi, Jharkhand.
- One member from each subsidiaries of CIL/SCCL
- One member from each NTPC region
- One member from each State Government Power companies
- Three members from APP

The Committee will be responsible for day-to-day activities pertaining to the project. The committee will also look after operational and technical issues pertaining to the project activities.

The concerned members of this committee will meet to sort out the above issues by notice in writing from the nominated chairman of the committee.

S.5.3 The MoU will be effective from 1st January 2016/date of signing of the MoU.

#### S. 6.0 SCOPE OF WORK:

CSIR-CIMFR, Dhanbad will be wholly responsible for collection, preparation and analysis (Moisture, Ash, GCV on equilibrated basis and Total moisture) in context of Fuel Supply Agreement (FSA), MoU, Forward and Special forward e-auctions for Power Consumers etc. between Coal Company and Power Utility). Detailed documentation of coal supplied to various Power Utilities by Rail / Road / MGR, etc. is to be furnished by Coal Company and Power Utility which will be the basis for raising the bills on monthly basis by CSIR-CIMFR.

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- S.6.1. Quantity to be sampled: Approx.150 Million Metric Tonnes per year. The quantity of coal will be increased in phased manner.
- S.6.2. CSIR-CIMFR may engage a Technical Service Provider (TSP) for collection, preparation and transportation of coal samples from loading points to CSIR-CIMFR, Digwadih campus, Dhanbad and Research Centres at Bilaspur, Nagpur and Ranchi under the supervision of CSIR-CIMFR and if required, CSIR-CIMFR may engage a Govt./NABL accredited laboratory for analysis of coal samples.
- S.6.3 Collection and preparation of sample for laboratory testing as per relevant IS 436-part-I, Sec-I, 1964 specification or its latest version / ASTM / FSA (between Coal Company and Power Utility) at the time of loading.

Photography/videography may be done at the loading end by any party for more transparency & fairness of sampling procedure. All other parties will provide necessary support for the same. In case of dispute the recording will be referred to Apex Committee for suitable action.

- S.6.4. 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, Coal Company shall provide the same within 3 months. Till such time, sample of 3.35 mm shall be prepared. After preparation, final sample shall be divided into four equal parts (i.e. for CSIR-CIMFR, Coal Company, Power Utility and Referee samples). Further, analysis through Automatic Bomb Calorimeter (BIS/ASTM) will be done without manual intervention and necessary records will be kept by CSIR-CIMFR.
- S.6.5 CSIR-CIMFR shall communicate the analysis result of the sample within 18 working days from the date of collection of the sample to the coal company and the power Utility through email/fax/ another electronic mode followed by hard copy. CSIR-CIMFR will provide clarifications in case of non-collection of samples at Loading end and for delay in submission of results. On repeated occurrences, the matter will be taken up with Apex Committee.
- S. 6.6 Referee Sample shall be retained in double sealed condition duly signed by the representative of Coal Company and the representative of Power Utility along with the signature of CSIR-CIMFR representatives and kept in safe custody at the loading point by the CSIR-CIMFR/TSP for 30 days from the date of sample collection. For the safe custody of referee sample locker of Godrej, or equivalent make shall be provided by seller at loading end. If it fails to do so, the same may be provided by purchaser within reasonable time to avoid tampering of referee sample, the locker will be under surveillance of CCTV on real time. The findings of the referee sample shall be binding on all the parties for commercial purposes. CSIR-CIMFR will make necessary arrangements for analysis of referee sample, the cost of

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which (analyses, travel, stay etc.) will be borne by the challenging party. Other parties may witness transportation and analysis of referee sample. In case, the challenging party proves to be correct repetitively, the case will be presented to the Apex Committee for necessary action.

- S. 6.7 The coal company or the Power Utility may raise dispute, if any, within 7 days of the submission of the result by CSIR-CIMFR. The analysis result should be invariably submitted by CSIR-CIMFR to Power Utility/Coal Company through e-mail. In case of any dispute, referee sample shall be sent to any one of the four laboratories i.e. Central Power Research Institute, Bangalore, Indian Institute of Technology, BHU, Varanasi, CSIR-IMMT, Bhubaneswar and National Test House, Kolkata on rotational basis. The payment for any expenses will be borne by challenging parties.
- S. 6.8 Coal Company/Power Utility shall provide enabling conditions including collection, local transportation of samples to storage room, sample preparation facilities/machineries and testing equipment's and their storage at loading ends. In addition to this they will be sole responsible for providing infrastructural facilities for collection, i.e., smooth functioning of AMS, ramp/ladders, lighting arrangements, and sample storage room etc. preparation and storage of samples. All the consumables, tools and tackles etc. (standard quality), required for performing the jobs shall be arranged by CSIR-CIMFR/TSP.

Lodging, boarding and local transportation to the CSIR-CIMFR team will be arranged by Coal companies and Power Utilities, on equal sharing basis.

If a rake goes un-sampled due to hurdles/problems created by any party for which proper documentation required to be presented by CSIR-CIMFR/TSP and on the basis of this, the concerned Party will take corrective action against their official to avoid re-occurrence and inform the other party of the corrective action taken. In such cases, the cost for sampling of such consignment will be borne by the offending party & matter will be referred to Apex Committee along with relevant documents/ materials for suitable action.

- S. 6.9 Collection and preparation of samples will be witnessed by the representative of Coal Company and Power Utility, however if they are not present or do not participate, the work will be done by CSIR-CIMFR/TSP representative and absence or failure of participation 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 to Executive Committee; however sampling and sub-sampling work will be continued by CSIR-CIMFR uninterrupted.
- S6.10 Prepared samples will be transported by CSIR-CIMFR/TSP to respective Research Centres in tamper proof manner.

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S.6.11 Total Moisture determination will be done at site/nearest laboratory and remaining tests/analyses (moisture, ash, GCV on equilibrated moisture basis) by BIS/ASTM as per defined modalities at respective Research Centres.

#### S.7.0 FORCE MAJEURE

Neither Coal Company, Power Utility nor CSIR-CIMFR shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events the affected party thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months the parties shall then mutually decide about the future course of action.

#### S.8.0 EFFECTIVE DATE, DURATION, TERMINATION OF THE MOU

- S.8.1 This MoU shall be valid w.e.f. 1<sup>st</sup> January, 2016 or the date of signing of the MoU as the case may be and shall remain in force for a period of 10 (Ten) years with a provision to extend another 05 (five) years.
- S.8.2 During the tenure of the MoU parties hereto can terminate the MoU either for breach of any of the terms and conditions of this MoU or otherwise by giving a two months' notice in writing to the other party. Failure of either of the parties to terminate the MoU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this MoU.
- S.8.3 In the event of termination of the MoU vide clause S.8.2, the rights and obligations of the parties thereto shall be settled by mutual discussion. The financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.

#### S.9.0 CONFIDENTIALITY

During the tenure of the MoU and thereafter all the parties undertake on their behalf and on behalf of their subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged / generated pertaining to work under this MoU for any purposes other than in accordance with this MoU.

#### S.10.0 UTILISATION OF INTELLECTUAL PROPERTY DEVELOPED

Any Intellectual Property Rights generated through this project will be the sole property of CSIR-CIMFR. The patent will be filed by CSIR-

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CIMFR through CSIR. The cost involved in filing, securing and maintaining the IPR shall be borne by CSIR-CIMFR.

#### S.11.0 NOTICES

All notices and communications required to be served on Coal Company and Power Utility shall be considered to be duly served if the same has been posted by registered mail to Coal Company and Power Utility at its last known address of business. Similarly, any notice to be given to the CSIR-CIMFR shall be considered as duly served if the same has been posted by registered mail to the CSIR-CIMFR at its address in Dhanbad.

#### S.12.0 GENERAL PROVISIONS

CSIR-CIMFR shall not be responsible for any loss or damage to property/equipment/ plant/ material/ personnel of Coal Company, Power Utility and vice versa during the course of sampling and the consequent jobs taken up under this MoU.

#### S.13.0 AMENDMENTS TO THE MOU

No amendment or modification of this MoU shall be valid unless the same is made in writing by all the three parties and their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/ changes shall be effective from the date on which they are made / executed unless otherwise agreed to.

#### S.14.0 ASSIGNMENT OF THE MOU

The rights or/and liabilities arising to any party on account of this MoU shall not be assigned except with the written consent of the other parties and subject to such terms and conditions as may be mutually agreed upon.

#### S.15.0 DISPUTE RESOLUTION

Disputes will be resolved amicably by the parties. In case, the parties fail to resolve the dispute within a period of 30 days, the matter will be referred to the Apex Committee.

#### S16.0 ARBITRATION

In the event, the Apex Committee fails to resolve the dispute/ difference arising under the MoU or in connection therewith (except as to matters the decision of which is specially provided under this MoU) the same shall be guided under the Indian Arbitration & Conciliation

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Act, 1996. The venue shall be New Delhi as agreed by the parties. The place of jurisdiction of court shall be New Delhi.

### SEAL OF PARTIES

In witness whereof the parties here to have signed this MoU on the 28<sup>th</sup> day of June and year 2016 mentioned hereinbefore.

| For and an habit of all                                             |                                                            |                                                                                                                                                                     |
|---------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For and on behalf of CIL                                            | For and on behalf of APP                                   | For and on behalf of CSIR-CIMFR                                                                                                                                     |
| Signature                                                           | Signature                                                  | Signature                                                                                                                                                           |
| Name: S. N. Prasad Designation: Director (Marketing)                | Name: Ashek Kumar Khurana<br>Designation: Director General | Name: Pradeep K Singh Designation: Director                                                                                                                         |
| CCAL INDIA LIMITEU 5th. Floor. Core. 1 & 2. Scope Minar Laxmi Naga- | APP New Delti                                              | निदेशक/DIRECTOR सी.एसआई.आए.= केन्द्रीव धनन् ईंघन अनुसंघान संस्थान CSIR-CENTRAL HISTITUTE OF MINING & FÜEL RESEARCH धरवा रोज/BARWA ROAD धनवाद/DHANBAD-826 015, INDIA |
| Seal_DF_H1-liu/92                                                   | Seal                                                       | Seal                                                                                                                                                                |
| Witnesses: (Name & Address)                                         | Witnesses: (Name & Address)                                | Witnesses: (Name & Address)                                                                                                                                         |
| 1. Lulh                                                             | 1. Mai                                                     | 1. 18220.6.16                                                                                                                                                       |
| 2.                                                                  | 2 IL. w.L.                                                 | 2. RVSUS 28/06/2016                                                                                                                                                 |
| Date: 28 6 2016                                                     | Date: 28-66-2016                                           | Date: <u>28 -06-2016</u>                                                                                                                                            |



(A Subsidiary of Coal India Limited)

मो./डाकघर: जागृति विहार, बुर्ला, सम्बलपुर -७६८०२०

At./P.O. - Jagruti Vihar, Dist, - Sambalpur - 768020 (Odisha)

Tel. Fax: 0663 - 254770

Phone : PBX : 0663 - 2542461, 2542462, 2542463 (DID) 2542464 (DID) & 0663 - 3295359

Ref. No. MCL/HQ/.....

MCL/HQ/GM(QC)/F-3RD PARTY(CIMFR)/16-17/334

16.07.16

Date:.....

To, Head-Commercial, Talwandi Sabo Power Ltd., Vill. Banawala, Mansa, Talwandi Sabo Road, Dist. Mansa, Punjab-151302. Fax-01659-248083.

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir.

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3<sup>rd</sup> Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

General Manager(QC).

Copy for kind information to : DT(OP) / DT(P&P), MCL.

Cc: Dr. Ashok K. Singh, HORG, RQA Division, CIMFR, PO: FRI, Dhanbad - 828108.

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Ref. No. MCL/HO/.....

Date:.....

MCL/HQ/GM(QC)/F-3RD PARTY(CIMFR)/16-17/336

16.07.16

To, The Chief Engineer (Fuel-cum-operation) Haryana Power Generation Corporation Ltd C-7, Urja Bhawan, Sector-6, Panchkula Fax-0172-522431, Haryana

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir,

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3<sup>rd</sup> Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

General Manager (QC).

Copy for kind information to : DT(OP) / DT(P&P), MCL.



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ef. No. MCL/HQ/.....

Date:.....

MCL/HQ/GM(QC)/F-3<sup>RD</sup> PARTY(CIMFR)/16-17/ 337

16.07.16

To The Addl. General Manager(O&M/FM-CC), NTPC Tamilnadu Energy Company Ltd. (NTECL), Vallur Thermal Power Project, PO: Vellivoyal Chavadi, Ponneri Taluk, Tiruvallur Dist., Chennai - 600103.

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir.

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Yours faithfully,

MGeneral Mana

Copy for kind information to : DT(OP) / DT(P&P), MCL.



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Ref. No. MCL/HO/.....

Date :....

MCL/HQ/GM(QC)/F-3<sup>RD</sup> PARTY(CIMFR)/16-17/ 338

16.07.16

To The Chief Engineer/Mech/Coal, TANGEDCO, II Floor, NPKRR Maaligai, 144, Anna Salai, Chennai-600 002.

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir,

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

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Yours faithfully,

General Manage

Copy for kind information to: DT(OP) / DT(P&P), MCL.



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Date:.....

MCL/HQ/GM(QC)/F-3<sup>RD</sup> PARTY(CIMFR)/16-17/ 339

16.07.16

To
The Chief Engineer(FMC),
Maharashtra State Power Generation Co. Ltd.,
Prakashgad, 3<sup>rd</sup> Floor, Bandra(East),
Mumbai-400051.

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General Manager (QC).

Copy for kind information to : DT(OP) / DT(P&P), MCL.



# महानदी कोलफील्ड्स लिमिटेड ମହାନଦୀ କୋଲଫିଲଡ୍ସ ଲିମିଟେଡ୍

MAHANADI COALFIELDS LIMITED

(A Subsidiary of Coal India Limited)

मो./डाकघर: जागृति विहार, बुर्ला, सम्बलपुर -७६८०२०

At./P.O. - Jagruti Vihar, Dist, - Sambalpur - 768020 (Odisha)

Tel. Fax: 0663 - 254770

Phone: PBX: 0663 - 2542461, 2542462, 2542463 (DID)

2542464 (DID) & 0663 - 3295359

Ref. No. MCL/HQ/.....

MCL/HQ/GM(QC)/F-3RD PARTY(CIMFR)/16-17/340

Date :.... 16.07.16

To

The General Manager(FM),

WBPDCL,

Bidyut Unnayan Bhavan,

3/C, LA Block, Sector -III,

Salt Lake City, Kolkata-700098.

(Fax:- 033-2335-0516)

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir.

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of MCL has already been signed on 28.06.2016 as per directives of MoC and the same is available at CIL's website (www.coalindia.in) for reference.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3rd Party sampling activities at loading points of MCL.

Yours faithfully,

Copy for kind information to : DT(OP) / DT(P&P), MCL.



(A Subsidiary of Coal India Limited)

मो./डाकघर: जागृति विहार, बुर्ला, सम्बलपुर -७६८०२०

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2542464 (DID) & 0663 - 3295359

Ref. No. MCL/HQ/.....

MCL/HO/GM(OC)/F-3<sup>RD</sup> PARTY(CIMFR)/16-17/ 3 41

Date:..... 16.07.16

To The Director(Operation), Ib Thermal Power Station, Orissa Power Generation Corpn. Ltd., AT/PO: Banharpali, Dist. Jharsuguda. (Fax No.06645-222230)

Sub: Signing of Tripartite Agreement – regarding sampling of coal.

Dear Sir.

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3<sup>rd</sup> Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

Copy for kind information to : DT(OP) / DT(P&P), MCL.



(A Subsidiary of Coal India Limited)

मो./डाकघर: जागृति विहार, बुर्ला, सम्बलपुर -७६८०२०

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2542464 (DID) & 0663 - 3295359

Ref. No. MCL/HQ/.....

Date:.....

MCL/HQ/GM(QC)/F-3RD PARTY(CIMFR)/16-17/ 342

16.07.16

To The General Manager(Coal-Logistics), Vedanta Ltd., Jharsuguda Pin-768 202, Odisha.

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir.

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3rd Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

Copy for kind information to : DT(OP) / DT(P&P), MCL.



## महानदी कोलफील्ड्स लिमिटेड ମହାନଦୀ କୋଲଫିଲଡ୍ସ ଲିମିଟେଡ୍

#### MAHANADI COALFIELDS LIMITED

(A Subsidiary of Coal India Limited)

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2542464 (DID) & 0663 - 3295359

Ref. No. MCL/HQ/.....

Date:.....

MCL/HQ/GM(QC)/F-3<sup>RD</sup> PARTY(CIMFR)/16-17/ 343

16.07.16

To,
The Sr Vice President (Coal),
Jindal India Thermal Power Ltd.,
At/Po- Derang, Via-Kaniha,
Talcher, Dist-Angul, Orissa-759 117.

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir.

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3<sup>rd</sup> Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

General Manager (OC).

Copy for kind information to : DT(OP) / DT(P&P), MCL.



(A Subsidiary of Coal India Limited)

मो./डाकघर: जागृति विहार, बुर्ला, सम्बलपुर -७६८०२०

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Ref. No. MCL/HO/.....

Date:.....

MCL/HQ/GM(QC)/F-3RD PARTY(CIMFR)/16-17/ 344

16.07.16

To

The Associate Vice President,

M/s. Jindal Power Ltd.,

PO: Tamnar, Dist. Raigarh(CG),

Pin - 496107.

Sub: Signing of Tripartite Agreement – regarding sampling of coal.

Dear Sir.

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3rd Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HO. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

Copy for kind information to : DT(OP) / DT(P&P), MCL.



(A Subsidiary of Coal India Limited)

मो./डाकघर: जागृति विहार, बुर्ला, सम्बलपुर -७६८०२०

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Ref. No. MCL/HO/....

Date:.....

MCL/HQ/GM(QC)/F-3RD PARTY(CIMFR)/16-17/ 395

16.07.16 78

To,
The Vice President (Coal),
Hinduja Natuinal Power Corporation Limited,
Corporate Office: Hinduja House, 171,
Dr. Anie Besant Road, Worli, Mumbai-400018.

Sub: Signing of Tripartite Agreement – regarding sampling of coal.

Dear Sir,

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3<sup>rd</sup> Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

General Manager (QC).

Copy for kind information to : DT(OP) / DT(P&P), MCL.



(A Subsidiary of Coal India Limited)

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Ref. No. MCL/HQ/....

Date :....

MCL/HQ/GM(QC)/F-3<sup>RD</sup> PARTY(CIMFR)/16-17/ 346

16.07.16 78

To
The Chief Engineer,
Karnataka Power Corporation Ltd,
Shakti Bhavan, No.82, Race Course Road,
Bangalore-560001.
(Fax-080-22203894)

Sub: Signing of Tripartite Agreement – regarding sampling of coal.

Dear Sir,

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3<sup>rd</sup> Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

General Manager OC

Copy for kind information to : DT(OP) / DT(P&P), MCL.



## महानदी कोलफील्ड्स लिमिटेड ମହାନଦୀ କୋଲଫିଲଡ୍ସ ଲିମିଟେଡ୍

### MAHANADI COALFIELDS LIMITED

(A Subsidiary of Coal India Limited)

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2542464 (DID) & 0663 - 3295359

Ref. No. MCL/HQ/.....

Date :....

MCL/HQ/GM(QC)/F-3RD PARTY(CIMFR)/16-17/ 347

16.07.16

To The Chief Engineer(Coal & Commercial), Telengana State Power Generation Corpn. Ltd., Vidyut Soudha, Hyderabad - 500 082. Fax-040-23499989/39839199.

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir.

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3rd Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

General Manager

Copy for kind information to: DT(OP) / DT(P&P), MCL.



(A Subsidiary of Coal India Limited)

मो./डाकघर: जागृति विहार, बुर्ला, सम्बलपुर -७६८०२०

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Ref. No. MCL/HO/.....

Date:.....

MCL/HQ/GM(QC)/F-3RD PARTY(CIMFR)/16-17/ 348

16.07.16

To M/s. KVK Nilanchal Power (P) Ltd., Plot No.S/32, Maitri VIhar, Phase-II. Bhubaneswar - 751 023.

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir,

As aware, MoU for 3rd Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3rd Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

General Manag

Copy for kind information to : DT(OP) / DT(P&P), MCL.



(A Subsidiary of Coal India Limited)

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At./P.O. - Jagruti Vihar, Dist, - Sambalpur - 768020 (Odisha)

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Phone: PBX: 0663 - 2542461, 2542462, 2542463 (DID) 2542464 (DID) & 0663 - 3295359

Ref. No. MCL/HQ/.....

Date:.....

MCL/HQ/GM(QC)/F-3RD PARTY(CIMFR)/16-17/ 349

16.07.16

To The General Manager (Coal-Logistics), M/s. GMR Kamalanga Energy Ltd., Plot No.29, Satya Nagar, Bhubaneswar - 751 007.

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir.

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3rd Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

Copy for kind information to : DT(OP) / DT(P&P), MCL.



(A Subsidiary of Coal India Limited)

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2542464 (DID) & 0663 - 3295359

Ref. No. MCL/HQ/....

Date:....

MCL/HQ/GM(QC)/F-3<sup>RD</sup> PARTY(CIMFR)/16-17/ 350

16.07.16 18

To

The Vice President(Fuel Management), Haldia Energy Limited,

Vill. Baneswar Chak, PO: Gulap Chak,

PS: Durga Chak, Pin - 721 658, Haldia East Medinipur, WB.

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir.

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3rd Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

Copy for kind information to : DT(OP) / DT(P&P), MCL.



(A Subsidiary of Coal India Limited)

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Ref. No. MCL/HQ/....

Date :....

MCL/HQ/GM(QC)/F-3<sup>RD</sup> PARTY(CIMFR)/16-17/ 357

16.07.16

To The Sr. Co-Ordinator (FM), CESC Limited. Poddar Court, 18, Rabindra Sarani, Kolkata - 700 001. (Fax No.033 – 22253704)

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir.

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3<sup>rd</sup> Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

Copy for kind information to : DT(OP) / DT(P&P), MCL.



(A Subsidiary of Coal India Limited)

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2542464 (DID) & 0663 - 3295359

Ref. No. MCL/HQ/.....

MCL/HQ/GM(QC)/F-3<sup>RD</sup> PARTY(CIMFR)/16-17/ 3-12

16.07.16

Date:....

To
The GM(Commercial-Logistics),
Thermal Powertech Corporation Ltd.,
6-3-1090, 2<sup>nd</sup> Floor,C-Block,
TSR Towers, Rajbhavan Road, Somajiguda,
Hyderabad,500082.

Sub: Signing of Tripartite Agreement - regarding sampling of coal.

Dear Sir,

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3<sup>rd</sup> Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

General Manager QC).

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Ref. No. MCL/HO/.....

Date:.....

MCL/HQ/GM(QC)/F-3<sup>RD</sup> PARTY(CIMFR)/16-17/ 3\_53

16.07.16

To The AGM(Business Development), Adani Power Maharashtra Ltd., Achalraj, Opposite of Mayor Bungalow, Law Garden, Ahmedabad- 380006.

Sub: Signing of Tripartite Agreement – regarding sampling of coal.

Dear Sir.

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3rd Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully.

General Manager

Copy for kind information to : DT(OP) / DT(P&P), MCL.



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Ref. No. MCL/HQ/.....

Date:.....

MCL/HQ/GM(QC)/F-3<sup>RD</sup> PARTY(CIMFR)/16-17/ 3\_5

16.07.16

To

M/s. DVC Durgapur Steel Thermal Power Station,

Dist. Burdwan, Pin-722183 (WB).

Sub: Signing of Tripartite Agreement – regarding sampling of coal.

Dear Sir,

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3<sup>rd</sup> Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

General Manager (OC).

Copy for kind information to : DT(OP) / DT(P&P), MCL.



(A Subsidiary of Coal India Limited)

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Ref. No. MCL/HQ/.....

Date:....

MCL/HQ/GM(QC)/F-3<sup>RD</sup> PARTY(CIMFR)/16-17/ 332

16.07.16

To
The Chief Engineer(Coal & Commercial),
APGENCO,
2<sup>nd</sup> Floor, A-Block,
Vidyut Soudha, Hyderabad – 500 082.
Fax- 040-23499989/39839199.

Sub: Signing of Tripartite Agreement – regarding sampling of coal.

Dear Sir,

As aware, MoU for 3<sup>rd</sup> Party sampling for coal quality monitoring at the loading points of coal companies has already been signed between Coal India Ltd., Association of Power Producers and CIMFR on 28.06.2016 as per directives of MoC. The same is being uploaded on the website of MCL i.e. www.mahanadicoal.in.

You are therefore requested to submit your consent at the earliest for signing of Tripartite Agreement with CIMFR for participating in 3<sup>rd</sup> Party sampling activities at loading points of MCL. We are pursuing with officials of CIMFR towards signing of the Agreement at MCL HQ. After receiving the confirmation from CIMFR, the date for signing the Agreement will be intimated.

Yours faithfully,

General Manager(QC)

Copy for kind information to : DT(OP) / DT(P&P), MCL.

Cc: Dr. Ashok K. Singh, HORG, RQA Division, CIMFR, PO: FRI, Dhanbad - 828108.

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