

Tripartite Agreement

This AGREEMENT is meant for Coal Quality monitoring by QCI at the loading end at different loading/Dispatch points of subsidiaries of CIL for dispatches to the customers of Power Sector/ Non- Power Sector taking Coal under FSA/MOU/different auction scheme(s) or any other mechanism of coal supplies, as per the extant guidelines in vogue.

Vide letter No. CIL/C-4B/TPA/QCI/2023/64 dated 10.11.23, CIL has given extension of empanelment period of Quality Council of India (QCI). The validity of the empanelment of QCI shall be till 25.05.2027.

This AGREEMENT is made and entered into on this _____ between _____ a subsidiary of Coal India Limited (CIL), a company registered under Companies Act 1956/2013, having its registered office at _____ (hereinafter called the "Coal Company" which expression shall wherever the context so admits include its Successors and permitted assigns of the first part).

AND

M/S, _____, a company registered under Companies Act, 2013 (In case the customer is not a registered company viz. Partnership, Proprietorship etc. suitable amendment may be made here) in India and having its registered office at _____ and having its thermal power plant / end use plant as the case may be located at _____ (here in after called the "Customer" which expression shall whatever the context so admits include its successors and permitted assign of the second part).

AND

Quality Council of India registered under Societies Act 1860, having its registered office at **2nd Floor, Institution of Engineering Building, Bahadur Shah Zafar Marg, New Delhi- 110002** (Hereinafter called as "QCI" which expression shall wherever the context so admits includes its successors and permitted assign of the third part).

Reference to the FSA (FSA No., Date etc.) _____ Coal allocation under flexibility Policy Quarter 1 FY 23-24
Quantity: - _____ MT/ E-auction Details Source :- _____

PREAMBLE

Whereas Subsidiary coal companies of CIL produce coal from their different mines in different parts of India and market the same and other products of coal to different customers under different schemes. And whereas the 'Customer' consequent to fulfillment of eligibility as applicable is eligible for coal supplies and for Third Party Sampling at loading end AND has expressed his desire for such purpose before both the First Party and the QCI And whereas CIL decides the panel of Third-Party sampling Agencies from time to time for the job of Sampling & analysis. And whereas after understanding the job description in detail, QCI has assured the First Party & Second Party about its ability, willingness, expertise and infrastructure to undertake the job of coal quality sampling & analysis and has agreed to undertake the sampling and analysis of coal as per the scope of work in this AGREEMENT (hereinafter called the "ACTIVITY"). And where as it has been agreed to enter into this AGREEMENT on the following terms and conditions. And whereas, this AGREEMENT will become an integral part of coal supply agreement(s)/order(s) signed/ Issued by subsidiaries of CIL for supply of coal to Customer in the instant case.

SCOPE OF AGREEMENT

This AGREEMENT details the terms and conditions, financial arrangement, responsibilities and obligation of coal companies (first party), the customer (second party) and QCI (third Party). QCI will undertake ACTIVITY at loading points of _____ for the dispatches to Customer in terms of this AGREEMENT. QCI, Coal Company and the Customer shall respectively and faithfully abide by and subject themselves to the terms and conditions and stipulations of this AGREEMENT.

FINANCIAL ARRANGEMENTS

In consideration of the work/ ACTIVITY to be carried out by QCI at the loading points, Coal Company AND the Customer shall pay QCI in the following manner-

Rate for the ACTIVITY at loading point shall be Rs. 2.97 (Rupees Two Point Nine Seven only) per metric tonne (excluding GST but including all other taxes and levies, if any).

The cost of the ACTIVITY will be shared equally by coal company and customer i.e. 50:50 basis as per the aforesaid rate.

QCI shall submit performance security to the coal consumer and coal producer at the rate of three percent (3%) of the work value excluding GST or as amended subsequently (as per Ministry of Finance office Memorandum No. F 9/4/2020-PPD dated 12.11.2020 or its subsequent amendment thereof, if any) while executing this Agreement. The Performance Security shall be in the form of irrevocable and unconditional bank guarantee as provided in Schedule 1 of this Agreement. In case the amount of Performance Security deposit is less than Indian Rupees Five Lakhs (INR 5,00,000.00), QCI may submit the Performance Security deposit through RTGS/ NEFT/ Demand Draft. No interest shall be paid by Coal Consumer or Coal Producer on the amount for Performance Security deposit. On successful completion of the work, the Performance Security shall be released within thirty (30) days of issuance of completion certificate by the competent authority. Provided that QCI shall submit the Performance Security to Coal Producer and Coal Consumer on 50:50 basis. Further, the Coal Consumer/ Coal Producer can invoke the Performance Security independently.

Within 30 days after receipt of bills and necessary documentation for processing of bills, Coal Company and the Customer shall release fund against each monthly bill(s) raised for the quantity for which analysis results have been submitted by QCI.

GENERAL TERMS AND CONDITIONS

QCI shall undertake the ACTIVITY and ensure smooth functioning of operational and technical issues pertaining to ACTIVITY. For any issues where consensus could not be arrived amongst Parties, the matter will be referred to Director (Marketing), CIL whose decision will be final and binding for all the three Parties.

SCOPE OF WORK

QCI will be wholly responsible for collection, preparation and analysis (Moisture, Ash, GCV on equilibrated basis and Total moisture). Details of coal supplied to customers by Rail/Road/ MGR etc. is to be furnished by Coal Companies which will be the basis of raising the bills on monthly basis by QCI.

QCI shall avoid any Conflict of Interest while discharging the contractual obligations and shall inform Coal Producer and Coal Consumer in writing, any possible instance of Conflict of Interest while rendering service in respect of subject assignment. In the event of non- disclosure of such information, the Agreement may be terminated by Coal Producer or Coal Consumer without any further notice. For the purpose of this Agreement, Conflict of Interest shall include, but is not limited to, the conditions wherein

- a) QCI is a consumer of coal or in the business of production/trading of coal and operation and management of coal based thermal power plant 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.
- b) QCI or its member of board of directors and/ or its promoters/ partners have any position of interest or cross holding/ shareholding directly or indirectly with any interested parties including Coal Producer or Coal Consumer.

This Agreement shall be part of the Fuel Supply Agreement (FSA). In case of any discrepancy between the FSA and this Agreement regarding Third party sampling, this Agreement shall prevail. QCI shall have the obligation to conduct and carry out all tasks required to complete the Activity as per the terms and conditions of this Agreement.

MODALITIES FOR SAMPLING AND ANALYSIS

Modalities for Collection of Samples

Samples of Coal shall be collected by QCI from the Delivery Point as follows:

A. Collection of samples of coal from loaded wagons (Rail and MGR):

- (i) Rake-wise, grade-wise and customer-wise coal supplied from one Delivery Point shall be considered as one lot, in case of supplies by Rail.
- (ii) In case of Coal dispatches through MGR the sample collected from each rake source wise, grade wise and Customer wise loaded from the respective Delivery Point during the day shall be pooled together to form a gross sample for the day.
- (iii) Each lot shall be divided into a number of sub-lots in a manner that the quantity of coal/ number of wagons in such sub-lots is more or less equal. One (1) 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

- (iv) 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.
- (v) 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.
- (vi) Before collecting the samples, the sampling spot will be levelled and at least 25 cm of coal from the surface shall be removed/ scrapped and the place will be levelled for an area of 50 cm by 50 cm.
- (vii) 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.
- (viii) Any stone/ shale of size more than that specified in Schedule (of FSA) shall be removed/ discarded from the sample;
- (ix) Samples thus collected from all the selected wagons in a lot shall be mixed together to form one gross sample per lot.
- (x) In case live overhead traction line exists in the siding, TPSA shall ensure that the power supply in the overhead traction is essentially switched off before commencement of sample-collection process from loaded wagons.

B. Collection of Samples of Coal Dispatches by Road:

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 customer (s) who have opted for third party sampling (“Customers Opting for Sampling”).

- a. The first truck for TPSA sampling on a day shall be selected randomly from the first eight loaded trucks before weighment at the road weighbridge. Every eighth (8th) truck being loaded of the same grade in the order of loading thereafter shall be subjected to TPSA sampling.
- b. The sampling spot at the top of the loaded truck, selected randomly, will be levelled and at least 25

cm of coal surface shall be removed/ scrapped and the place will be levelled for an area of 50 cm by 50 cm for collection of sample.

- c. About 30 kg of sample shall be collected from each selected truck by drawing increments of approx. 5 kg each with the help of shovel/ scoop.
- d. All the samples collected source-wise, grade-wise from every 8th truck in accordance with Clause B.(a) as above on daily basis shall be mixed together to form a gross sample.
- e. Any stone/ shale of size more than that specified in Schedule (of FSA) shall be removed/ discarded from the sample.

C. Collection of Samples of coal from Conveyor Belt / Ropeway / Pipelines:

(i) Samples shall be taken lot-wise, grade-wise.

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

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

Illustration

- a) If the quantity 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
- b) 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)
- c) If the conveyor is operated for 15 hours in a day, spacing the collection of 150 kg over 15 hours of conveyor operation, 10 kg will be collected every 1 hour (quantity & intervals can be mutually decided by Coal Producer & Coal Consumer depending on the running time of the conveyor and the qty that passes in a day)
- d) The belt needs to be stopped at the scheduled time to facilitate collection of the samples manually.
- e) While collecting the sample, the scoop should traverse the entire cross-section of the conveyor belt, drawing approximately 5 kg per increment.
- f) Any stone/ shale of size more than that indicated in Schedule (of FSA) shall be removed/ discarded from the sample.

- g) There shall be one gross sample for the day mixing all the gross samples collected from all the sub lots during a day.

D. Collection of Samples by mechanical means (mechanical Auger & AMS)

The modalities for collection of sample through mechanical auger as well as AMS sampling from moving streams shall be as per laid down procedure in IS:16143(Part 2) : 2021 (Hard Coal and coke mechanical sampling – sampling from moving streams) (First Revision). Further, the modalities for sampling from stationary lots shall be as per laid down procedure in IS:16143(Part 3): 2021(Hard Coal and coke mechanical sampling – sampling from stationary lots) (First Revision)

For the purpose of collection, preparation, transportation and analysis of coal sample or part of the job thereof; QCI may engage Service Providers at different locations and testing laboratories having NABL accreditation. In the capacity as Principal Employer, it will be the sole responsibility of QCI to comply with all statutory requirements relating to workmen engaged for such purpose, at all material point of time.

E. Standards to be followed for Collection, preparation & analysis of coal samples–

For collection & preparation of coal samples, IS 436 Part-I, Sec-I&II,1964 or its latest version/ FSA/ model FSA for Power / NRS at the time of loading will be applicable.

- (i) For analysis of Total moisture, Equilibrated Moisture (at 40 Deg C & 60% RH), Ash and Volatile Matter in the prepared coal samples, latest version of IS 1350 (Part-I) 1984 will be applicable.
- (ii) For analysis of GCV on equilibrated moisture basis (at 40 deg C & 60 % RH) in the prepared coal samples, latest version of IS 1350 (Part-II) 2022 will be applicable.

Photography/videography may be done at the loading end by any Party in the interest of transparency & fairness of sampling procedure. Sample collection & preparation may be witnessed by representative(s) of Coal Company and Customer. 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 sample collection & preparation, they may do it in writing before other Parties to this Agreement for finding an amicable solution to the dispute. It is clarified that in case of Road dispatch, 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). Composite sample collection and preparation will be done for Non-Power sector customers for supply of coal under FSA/ different schemes of e-Auction in Road mode for a day source-wise/grade-wise.

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

G. Parting of Sample- Laboratory sample will be prepared within 2 days of sample collection as per relevant BIS and finalized at (-) 212 Micron size. After preparation, final sample shall be divided into four equal parts (QCI, Coal Company, Customer & Referee Samples). The sample for testing by QCI/ referee samples shall be packed and sealed in tamper-proof hard bottles with 3-D holograms, QR codes and RFID tags at the coal sampling site itself. QCI shall ensure software based double blinding of QCI and referee samples part before sending it to respective labs for analysis. For tests/analysis (moisture, ash, GCV on equilibrated moisture basis), prepared samples will be transported by QCI in tamper proof manner to NABL accredited labs.

H. Analysis through Automatic Bomb Calorimeter with print out facility will be done without manual intervention and necessary records will be kept by QCI. QCI shall communicate the analysis result of the sample within **15 (fifteen)** working days from the date of Collection of samples to the Coal Company and Customer through designated email/web portal/fax/other electronic mode followed by hard copy. All analysis results submitted must contain sample wise details about source, date of collection, RR Number, Quantity, analysis details etc. Each sample result also needs to be supported with original printout of Bomb Calorimeter. Additionally, QCI shall also provide results of analysis to respective coal companies (HQ/Area) in Excel format/ Application Program Interface (API) for online/ real-time updation of records in the coal Quality Portal and ERP, as per the requirement of Coal Company. QCI shall make arrangements for online tracking of samples at all stages from sample preparation to analysis at NABL accredited laboratory and referee lab which is accessible to both Coal Producer and Coal Consumer.

I. Penalties for not adhering to timelines of declaration of QCI results:

Penalty provisions beyond the timeline of 15 working days from the date of sample collection will be as per the table below:

Sl. No.	Delay (in Days)	Penalty*
1	1-2	05 %
2	3-5	10 %
3	6-10	20 %
4	10-15	50 %
5	>15 Days	100%

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

Non-Payment of penalty amount by QCI to Coal Producer / Coal Consumer within thirty (30) days of its imposition shall lead to termination.

- J. Referee Sample** shall be retained in double sealed condition duly signed by representative of Coal Company and the Customer along with the signature of QCI representative and kept in safe custody at the loading point by QCI for 30 days from the date of sample collection. For safe custody of referee sample, the storage site is to be provided by Coal Producer at loading end. Referee sample shall be stored in tamper proof metal bottles with 3-D holograms, QR codes and RFID tags/ Geo tagging and biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming.
- K. Raising of Dispute:** Within 7 days of the submission of the result by QCI, either party (Coal Company or customer) may raise dispute through Web Portal (along with uploading of its test reports and print out of result of bomb calorimeter). In case of unavailability of web portal the party will send email (for referee challenge), along with its test reports, in reply to TPSA results with a copy of mail to the other Party. Which invariably will be informed to the opposite Party and QCI through e-mail. Print out of result of bomb calorimeter shall be enclosed by the disputing/ challenging Party. However, non-receipt of information by other Party shall not affect the referee process. Referee Sample shall be sent to any of the list of designated (referee labs) decided by Apex Committee for second round of empanelment by PFCL. Till the time the list is finalized by Apex Committee, the Referee sample may be sent to designated NABL accredited referee labs carrying out referee analysis for existing third party sampling agencies. However, the choice of referee lab out of those empaneled, shall be done on rotational basis by the TPSA only. The payment towards referee analysis will be borne by challenging party. Arrangement for full payment of charges in advance in case of challenging QCI analysis results is to be made by the disputing/ challenging Party along with the request for referee sampling. Without deposition of advance payment, request of challenging Party for referee sampling shall not be considered and results of QCI shall be treated as final. QCI shall inform the list of disputed cases received from Coal Producer and/or Coal Consumer on fortnightly basis along with the estimated advance payment to be paid to the referee laboratories. The disputing/challenging party shall make the advance payment to the QCI's account within ten (10) days of information of estimated advance payment as shared by QCI failing which the request of disputing challenging Party for referee sampling shall not be considered and results of QCI shall be treated as final. Within five (5) days of receipt of advance payment from challenging party QCI will make the referee payment charges in advance to the referee labs on behalf of the disputing/ challenging Party., In the event QCI does not make such advance payment, as received from the challenging party in its account, to the referee lab the disputing/challenging Party shall have the right to deduct such payments from the monthly invoices raised by the QCI. The advance payment to be made by the challenging party to the QCI for onward payment to the referee lab shall be separate from the monthly invoices and shall not be included in the value of services of test results submitted for computation of GST as per CGST rules. QCI will ensure compliance of CGST rules in respect of expenditure claimed as a "Pure agent" as per CGST Rules 2017. QCI shall ensure that the designated referee labs communicate the results of referee samples to QCI, Coal Producer and Coal Consumer within forty five (45) days from the date of challenge by the party raising dispute, of which thirty (30) days from date of challenge shall be earmarked for submission of coal samples to designated referee labs and fifteen (15) days from the date of receipt of the samples by the designated referee lab for communication of results. The time sub-limits being used inter-changeably within an overall ceiling of forty five (45) days. QCI shall forward the copy of original results as received from referee labs along with print out of bomb calorie meter results as received from referee labs to the Coal Producer and

Coal Consumer. Findings of the referee lab shall be binding on all the parties for commercial purposes. Each result also needs to be supported with original print out of Bomb Calorimeter. The Referee SOP for referee sample analysis is **attached**.

L. Delays on account of reporting of referee results:

Penal provisions in case of default/ delay in communication of referee results by QCI beyond 45 days from the date of the challenge will be as per the following:

Sl. No.	Delay (in Days)	Penalty*
1	1-2	02 %
2	3-5	05 %
3	6-10	10 %
4	10-15	20 %
5	>15 days	50%

**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. Non-payment of penalty amount by QCI to Coal Producer/ Coal consumer within thirty (30) days of its imposition shall lead to termination of this Agreement.

Precision/Adherence to Timeline/Penalty:

Precision: In every sample involving referee analysis, the Bomb Calorimeter GCV value of referee sample analysis should be within the precision of (+/-) 71.7 Kcal/Kg compared to the Bomb Calorimeter GCV value of initial analysis of that sample as specified under BIS norms.

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

In case the above variation exceeds beyond ten percent (10%) of total number of referee samples that are challenged in a month, and the variation occurs in more than four (4) months in a continuous period of one year (12 months), it shall form a ground for termination of the Agreement which may be exercised by giving written notice to the parties. Upon receipt of the termination notice, the parties shall engage to resolve the reasons behind the persistent variations in the sampling results. If no mutually acceptable resolution is achieved, the termination shall become effective.

Records of Samples/ Third Party sampling

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 QCI. Coal samples shall be analyzed only at an NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer). Name of the colliery/ Siding/ Coal Consumer, date of collection and other identification details (e.g. Rake no. in case of rail supply etc.) shall be properly recorded by QCI and a proper code number is assigned for each sample for identification and reconciliation of the analysis results. 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 QCI or referee analysis, as the case may be shall be prepared by QCI and submitted to Coal Producer and Coal Consumer before the 5th 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 QCI to (i) the General Manager (Quality Control) of Coal Producer or his representative; and (ii) the representatives of Coal Consumer.

ENABLING CONDITIONS

Coal Company shall provide enabling conditions including collection, sample preparation facilities/machineries and storage of sample at loading end. QCI will arrange a porta cabin inclusive of sample preparation facilities/ machineries like pulverisers/ crushers and testing equipment for sample preparation, T.M. analysis sample storage wherever the coal company's existing facility isn't available Porta cabin shall be placed near the sampling point

(within fifteen (15) km radial distance from the sampling point(s) or any other higher distance depending upon the place provided/identified by Coal Producer) in the premises of Coal Producer (the premises could be of different mine/area of the same Coal Producer). Coal Producer shall provide electricity and water facilities to QCI in this regard. However, QCI shall ensure back-up arrangement like diesel, generator etc. for electricity in case of emergency, if required. Sample collection, preparation and storage shall be under CCTV camera with live streaming facility. The arrangement of CCTV and back up storage facility for a period of thirty (30) days shall be provided by Coal Producer at sampling point and by QCI at preparation and storage point. In addition, QCI shall take the samples at their porta cabin or permanent structure for storage as well as for preparation. Local transportation of samples to the storage room shall be arranged by QCI. Coal Producer and Coal Consumer representatives shall be allowed to accompany QCI representatives during transportation of samples. Coal companies shall provide infrastructural facilities for sample collection i.e, ramp/ladders, lighting arrangements etc. In case of lack of infrastructural facilities same shall be provided by QCI at the cost of Coal Producer. All the consumables, tools and tackles etc. (standard quality) required for performing the jobs shall be arranged by QCI. There needs to be arrangement of sampling by Auto Mechanical Sampler for silo loading as well as sampling by Mechanical Augur. Auto Mechanical Sampler shall be provided by Coal Producer for silo loading, wherever available, within one (1) year. Mechanical Augur shall be arranged (it may either be owned/rented/hired/leased) by the QCI, wherever feasible (feasibility to be mutually decided by Coal Producer and Coal Consumer) and the cost of the same shall be borne by the QCI. Within one (1) year, the QCI shall arrange the Mechanical Augur. Till the time Mechanical Augur (wherever feasible) is arranged (maximum period of one (1) year), QCI shall be allowed to carry manual sampling. Further, the Coal producer shall provide the required enabling conditions for installation and operation of the Mechanical Augur. The exact scope under enabling conditions may be decided by Apex Committee to be constituted for second round of empanelment process. For samples collected by Mechanical Augur/AMS - "Modalities for sample preparation by reducing the Part 2 into laboratory sample shall be as per laid down procedure in IS 16143 (Part 4) : 2021 (Reaffirmed on 2020).[superseding IS 436(Part I/Sec 2):1976 and IS 436(Part I/Sec I):1964] Hard Coal and coke mechanical sampling – Preparation of test samples."

Performance Evaluation

The performance of the QCI shall be monitored and reviewed as per the performance parameters provided in **Precision/Adherence to Timeline/Penalty** by a JS level Committee of Ministry of Power and Ministry of Coal, Apex Committee and Executive Committee. Non-performance of the QCI shall result in invocation, encashment, or appropriation of Performance Security by the Coal Consumer/ Coal Producer. Members of the Apex Committee and Executive Committee shall comprise of the following:

Apex Committee: The Co-chairperson of the Apex Committee will be Director, Operations, NTPC / Director, Fuel, NTPC and Director, Marketing, CIL. Other members of the Apex Committee will include:

- i. Member from CEA having rank of Director or above;
- ii. Director General, Association of Power Producers;
- iii. Secretary General, Coal Consumers' Association of India;
- iv. Member from DVC having rank of ED or above;
- v. One member each from the State generation company having maximum installed capacity in the respective region (NR, ER & NER, WR and SR) having rank of ED/ Chief Engineer or above;
- vi. One member from QCI in the Apex Committee till the end date of empanelment.

The Convenor of the Apex Committee will be decided by the Chairpersons within three (3) months of date of empanelment and will be one of the above members of the Apex Committee.

Functions:

- i. Apex Committee shall monitor and oversee the project activities
- ii. Apex Committee shall ensure smooth functioning of the project.

iii. Apex Committee shall meet on a Semi Annual basis

Executive Committee: The Co-chairperson of the Executive Committee will be GM (Fuel) NTPC and GM (M&S), CIL. Other members of the Executive Committee will include:

- I. One member each from subsidiaries of CIL and SCCL having rank AGM and above;
- II. One member each from NTPC regions having rank AGM and above;
- III. One member each from State generation company;
- IV. Three members from Association of Power Producers;
- V. Three members from Coal Consumer Association of India (CCAI) including two members of CCAI representing different NRS sector;
- VI. One member from QCI in the Executive Committee till the end date of empanelment.
- VII. One member from the third party sampling agency empanelled during first round of empanelment till the end date of its empanelment.

The Convenor of the Executive Committee will be decided by the Chairpersons within three (3) months of date of empanelment and will be one of the above members of the Executive Committee.

Functions:

- a) Executive Committee shall be responsible for day to day activities pertaining to the project.
- b) Executive Committee shall also look after technical and operational issues pertaining to the project.
- c) The concerned members of the Executive committee shall meet to sort out the above issues by notice in writing from nominated chairman of the Committee.
- d) Executive Committee shall meet on a Quarterly basis.

FORCE MAJEURE

Neither Coal Company, Customer nor QCI shall be held responsible for non-fulfillment of their respective obligations under this Agreement 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 that on the occurrence and cessation of any such events, the affected party thereby shall give a notice in writing to the other Party(s) 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.

EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

This Agreement shall be valid w.e.f. _____ of the Agreement & shall remain in force till 25.05.2027 or limited up to such time till the customer is entitled to take coal under the applicable contract/ Order in this case till issuance of LoI/Work order against new tender, whichever is earliest. All samples collected till the last validity date of this agreement will be governed by the provisions herein. During the tenure of the Agreement Parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a two months' notice in writing to the other parties. Failure of any of the parties to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate.

CONFIDENTIALITY

During the tenure of Agreement and thereafter, all Parties undertake on their behalf and on behalf of their

SCHEDULE 1: FORMAT OF PERFORMANCE SECURITY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country. To be provided in the name of Coal Consumer and Coal Producer on 50:50 basis)

B.G. No.: -----
Value of B.G: -----
Date of Issue: -----
Effective Date: -----
Expiry Date: -----
Claim Date: -----
SFMS No.: -----
SFMS Date: -----

- 1. [The Chairman – cum- Managing Director,
.....,
.....]
- 2. [The Office In-charge, Sales Finance,
.....,
.....]

WHEREAS

A. **[Name of the Successful Bidder]**, a company incorporated in India under the Companies Act, [1956/2013] with corporate identity number **[CIN of the Successful Bidder]**, whose registered office is at **[address of registered office]**, India and principal place of business is at **[address of principal place of business]**

OR

[Name of the Individual], an individual residing at [address] and carrying on a sole proprietorship business under the name style of **[Name of Successful Bidder]** at [address of sole proprietorship],

OR

[Name of the Successful Bidder], a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, with its registered office at **[address of registered office]**

OR

[Name of the Individual], an individual residing at [address], **[Name of the Individual]**, an individual residing at [address] and **[Name of the Individual]**, an individual residing at [address] all carrying on a partnership business under the name style of **[Name of the Successful Bidder]** registered under **[name of Act under which the firm is registered]** and with its principal place of business at [address of principal place of business]

OR

[Name of the Successful Bidder], a **[insert legal nature of the Successful Bidder (e.g. trust, society etc.)]** incorporated under the [insert statute under which the Successful Bidder is incorporated] with its registered office/ principal place of business/ office at **[address of registered office/ principal place of business/office]**

(hereinafter referred to as the “TPSA”) is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR [figures] (Indian Rupees [words]) as a performance security valid until **[date of expiry of performance bank guarantee]** (“**Expiry Date**”).

- B. The Performance Security is required to be provided to (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) for discharge of certain obligations of the TPSA under the RFP dated, with respect to Empanelment of Third-Party Sampling Agencies (TPSA) for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for Non-Power Sector and the Tripartite Agreement to be executed between the Coal Producer and the Coal Consumer and the Third-Party Sampling Agency (TPSA) (hereinafter collectively referred to as the “**Tripartite Agreement**”).

We, [**name of the bank**] (the “**Bank**”) at the request of the TPSA do hereby undertake to pay to the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) an amount not exceeding INR [figures] (Indian Rupees [words]) (“**Guarantee Amount**”) to secure the obligations of the TPSA under the Agreement on demand from the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) on the terms and conditions contained herein.

NOW THEREFORE, the Bank hereby issues in favour of the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) this irrevocable and unconditional payment bank guarantee (the “**Guarantee**”) on behalf of the TPSA in the Guarantee Amount:

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand from the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**), a sum or sums (by way of one or more claims) not exceeding the Guarantee Amount in the aggregate without the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the TPSA and (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) on any matter whatsoever. The Bank undertakes to pay to the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) any money so demanded notwithstanding any dispute or disputes raised by the TPSA in any suit or proceeding pending before any court or tribunal relating thereto the Bank’s liability under this present being absolute and unequivocal.
2. The Bank acknowledges that any such demand by the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) of the amounts payable by the Bank to the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) shall be final, binding and conclusive evidence in respect of the amounts payable by TPSA to the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) under the Agreement.
3. The Bank hereby waives the necessity for the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) from demanding the aforesaid amount or any part thereof from the TPSA and also waives any right that the Bank may have of first requiring the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) to pursue its legal remedies against the TPSA, before presenting any written demand to the Bank for payment under this Guarantee.
4. The Bank further unconditionally agrees with the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) that the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) shall be at liberty, without the Bank’s consent and without affecting in any manner the Bank’s obligation under this Guarantee, from time to time to: (i) vary and/ or modify and of the terms and conditions of the Agreement; (ii) extend and/ or postpone the time for performance of the obligations of the TPSA under the Agreement, or (iii) forbear or enforce any of the rights exercisable by the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) against the TPSA under the terms and conditions of the Agreement and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) or any indulgence by the (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) to the TPSA or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever.
6. The Bank agrees that (the “Coal Producer”)/ (the “Coal Consumer”) (**Delete whichever is not applicable**) at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the TPSA.

7. The Bank further agrees that the Guarantee herein contained shall remain in full force and effect during the period that specified in the Agreement and that it shall continue to be enforceable till all the obligations of the TPSA under or by virtue of the said Agreement with respect to the Performance Security have been fully paid and its claims satisfied or discharged or till the (the "Coal Producer")/ (the "Coal Consumer") ***(Delete whichever is not applicable)*** certifies that the terms and conditions of the Agreement with respect to the Performance Security have been fully and properly carried out by the TPSA and accordingly discharges this Guarantee. Notwithstanding anything contained herein, unless a demand or claim under this Guarantee is made on the Bank in writing on or before the Expiry Date the Bank shall be discharged from all liability under this Guarantee thereafter.
8. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment thereunder and the (the "Coal Producer")/ (the "Coal Consumer") ***(Delete whichever is not applicable)*** shall have no claim against the Bank for making such payment.
9. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at, **India.**
10. The Bank has, under its constitution, the power to issue this Guarantee in favour of the (the "Coal Producer")/ (the "Coal Consumer") ***(Delete whichever is not applicable)*** and Shri _____ who has signed this Guarantee on behalf of the Bank has the authority to do so. This Guarantee will not be discharged due to the change in the constitution of the Bank.
11. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the (the "Coal Producer")/ (the "Coal Consumer") ***(Delete whichever is not applicable)*** in writing.
12. The (the "Coal Producer")/ (the "Coal Consumer") ***(Delete whichever is not applicable)*** may, with prior intimation to the Bank, assign the right under this Guarantee to any other person or entity. Save as provided in this Clause 12, this Guarantee shall not be assignable or transferable.
13. Notwithstanding anything contained herein,
 - a) the liability of the Bank under this Guarantee shall not exceed the Guarantee Amount; and
 - b) this Guarantee shall be valid up to the Expiry Date.
14. The Bank is liable to pay the Guaranteed Amount or any part thereof under this Guarantee only and only if the (the "Coal Producer")/ (the "Coal Consumer") ***(Delete whichever is not applicable)*** serves upon the Bank a written claim or demand on or before the Expiry Date.
15. The Guarantee is operative at our **[insert name and address of Branch located at]**.
16. The Postal address, Telephone No. and E-mail address of Issuing Branch and Operative Branch are as follows:-
 - (i) Postal address of the Issuing Branch: -
 - (ii) Telephone No. of the Issuing Branch: -
 - (iii) E-mail address of the Issuing Branch: -
 - (iv) Postal address of the Operative Branch: -
 - (v) Telephone No. of the Operative Branch: -
 - (vi) E-mail address of the Operative Branch: -

Dated the [day] day of [month] [year] for the Bank.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp.

(Signature)

(Name and Designation)

(Bank Stamp)