

सीएसआईआर-केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान
 CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH
 Barwa Road Campus, Dhanbad - 826 015 (Jharkhand), India
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 : 0326-2296018, : EPABX : 0326-2296027/28 Extn. 4429/4251

LETTER OF INTENT cum SERVICE PURCHASE ORDER

LOI No.CIMFR/PUR-14(7)2015-16/187/264

Date: 12.07.2016

To,

M/s Cotecna Inspection India Pvt. Ltd.
 Delphi, A302, Hiranandani Business Park,
 Orchard Road, Powai, Mumbai-400076

Copy to: Cotecna Inspection S.A.
 58, rue de la Terrassiere, 1207 Geneva,
 Switzerland

Sub: Hiring of Technical Service Provider for Scientific and Technical Services in collection, preparation and transportation of coal samples from loading sites and unloading sites.

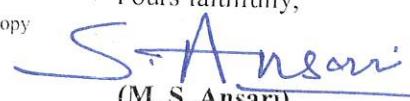
Dear Sir,

With reference to your offer and subsequent clarification, I am directed to inform you that the Director, CIMFR has been pleased to place a Letter of Intent-cum-Service Purchase Order in your favour for **Hiring of Technical Service Provider(s) for Scientific and Technical Services in collection, preparation and transportation of coal samples from loading sites and unloading sites** with detailed items given in the table below as per the terms and conditions enclosed.

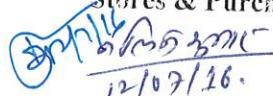
S.N	Description of Service	Zones/ Research Centres	CIL Subsidiaries /SCCL and Power Utilities	Quantity to be sampled in MT at each loading and unloading points	Rates for Loading	Amount in Million Rs. 6. 4 x 5=(A)	Rates for Unloading	Amount in Million Rs. 8. 4 x 7 =(B)	
1.	Hiring of Technical Service Provider(s) for Scientific and Technical Services in collection, preparation and transportation of coal samples from loading sites of various collieries of subsidiaries of Coal India Limited/SCCL to CSIR-CIMFR Campus at Digwadih, Dhanbad and its Research Centres at Nagpur, Bilaspur and Ranchi and Unloading sites of Power Utilities to CSIR-CIMFR Campus at Digwadih and its Research Centres at Nagpur, Bilaspur and Ranchi. Detailed documentation of coal samples collected and being supplied to various consumers in power sectors by Rail / Road / MGR, etc. is also to be furnished under the supervision of Authorized Research team of CSIR-CIMFR..	Digwadih Dhanbad Ranchi Bilaspur Nagpur	BCCL, NCL, NECL, ECL & Part of CCL and respective power utilities where these coals are supplied MCL & Part of CCL and respective power utilities where these coals are supplied SECL and respective power utilities where these coals are supplied WCL & Part of SECL, SCCL and respective power utilities where these coals are supplied	55.0 35.0 35.0 25.0	1.77 1.32 1.41 1.68	97.35 46.20 49.35 42.00	1.05 1.23 1.23 1.68	57.75 43.05 43.05 42.00	
				150 MT	Total (A)	234.9	Total (B)	185.85	
					Grand Total (A) 234.9 + (B) 185.85 = 420.75 Million (Rs. 420750000) + Service Tax Extra as per Govt of India Rates and rules, Grand Total Rs. 42,075,000/- (Rs. Forty two Crore Seven Lakh fifty Thousand only) This figure is Tentative. The payment will be made on Actual Work done basis.				

Copy to : (i) Indentor : Dr. A K. Singh, Sr. Principal Set/HORG. (ii) Accounts Section (iii) Stores Section (iv) Office Copy

Yours faithfully,


 (M. S. Ansari)

Stores & Purchase officer


 12/07/16.

o/c

Instructions:

- The Firm must confirm acceptance of the LOI and Service Purchase Order for above Services and come with Rs. 100/- Stamp Paper for carry out Agreement at CIMFR Barwa Road Campus within 15 days from issue of the LOI-cum Service Purchase Order.
- The Services must comply strictly with the Schedule of requirement and Terms & Conditions as mentioned in the Service Purchase Order and NIT.

TERMS & CONDITIONS**1.0 General Condition of Contract (GCC):****1.1.0. Definitions:**

In this tender, the following terminology, words and expression shall have the meaning hereby assigned to them except where context is otherwise required:

1.1.1

- (a) **“Contract”** means the Contract Agreement entered into between the CSIR-CIMFR (CSIR-CIMFR) and the TSP (Technical Service Provider), together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) **“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) **“Contract Price”** means the price payable to the TSP as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) **“Competent Authority”** means Director, CSIR-CIMFR or his authorized representative.
- (e) **“Completion”** means the fulfillment of the Related Services by the TSP in accordance with the terms and conditions set forth in the Contract.
- (f) **“GCC”** means the General Conditions of Contract.
- (g) **“Services”** means all of the technical services, material, machinery and equipment, and/or other services that the Technical Service Provider is required to supply to the CSIR-CIMFR under the Contract.
- (h) **“Related Services”** means the services incidental to the supply of the goods/manpower, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the TSP under the Contract.
- (i) **“SCC”** means the Special Conditions of Contract.
- (j) **“Loading Point”** means rail loading point of coal rakes at colliery sidings, Merry Go Round (MGR) System Wagon loading point, Silo /AMS points, Truck loading points, Belt loading/discharge Point, Ropeway loading point and Pipeline feeding point etc. of Coal Company.
- (k) **“Unloading Point”** means rail unloading point of coal rakes at power utility end, Merry Go Round (MGR) System Wagon unloading point, AMS points, Truck unloading points, Belt loading/discharge Point, Ropeway unloading point and Pipeline discharge point, etc., of Power Utility Company.
- (l) The **“Council”** means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India and the **“CSIR-CIMFR”** means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
- (m) **“Coal Grade”** as per the Annual grade declaration made by the supplying coal company.
- (n) **“Lot”** as per the provision of IS-436, Part-I/FSA.
- (o) **“Consumer”** the power sector company to whom the coal is being supplied as per the provisions of FSA.
- (p) **“Company”** means Coal India Limited or any of its Subsidiaries, i.e., Eastern Coalfields Limited (ECL), Bharat Coking Coal Limited (BCCL), Central Coalfields Limited (CCL), Mahanadi Coalfields Limited (MCL), Western Coalfields Limited (WCL), South Eastern Coalfields Limited (SECL), Northern Coalfields Limited (NCL) & North Eastern Coalfields (NEC).
- (q) **“Thermal Power Station”** means Thermal Power Stations of Govt. (NTPC) / State Power Utilities, APP.etc
- (r) **“Third Party”** means the CSIR-CIMFR, Dhanbad.
- (s) **“TSP”** means the successful bidder for providing Scientific and Technical Services/Goods to CSIR-CIMFR.
- (t) **“Service provider”** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the CSIR-CIMFR and is named as such in the Contract Agreement.
- (u) **“Wagons”** means the Rail/MGR wagon for carrying the coal.
- (v) **“Placement”** means a part or full rake placed at loading/unloading point for loading/unloading.
- (w) **“Area”** means, a group of coal producing units / unit headed by General Manager / Chief General Manager under a coal company/ Subsidiary.
- (x) **“APP”** means Association of Power Producers.
- (y) **“FSA”** means Fuel Supply Agreement.
- (z) **“Zone”** means areas specified by CSIR-CIMFR for coverage of coal sampling by Technical service provider.
- (z1) **“Coal Company”** means ‘Coal India Limited’ as a whole and ‘Singareni Collieries Company Ltd (SCCL)’.

1.2.0. Contract Period- Contract period shall be initially for a period of two (02) Years, which may be extended for one (01) year, subject to annual review and satisfactory service or completion of job. The Rates quoted by the Bidder and finalized by CSIR-CIMFR and Terms & Conditions shall be fixed for the duration of the contract Period including extended period and shall not be subjected to variations on any account.

1.3.0. Terms of Payment

1.3.1 Payments shall be made by CSIR-CIMFR on Quarterly basis after fulfilling all the terms and conditions of the purchase/work order with supporting documents within 30 days, duly certified by the authorized representatives of the CSIR-CIMFR. Bills (in triplicate) shall be prepared by the TSP on quarterly basis supported by documentation as given in Clause 2.5.1. The payment will be released as per certified quantity of coal dispatched by the coal company/ power utilities.

1.3.2. Payment for Referee Samples:- Bill in respect of referee samples should be raised after receipt of referee samples results.

1.4.1. Applicable Law: The Contract shall be written in English language which shall govern its interpretation & interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of Dhanbad Court jurisdiction.

1.5.1. Taxes and Duties:

The Technical Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final work. The required TDS will be made as per the prevalent rate of GOI.

1.6.1. Variation in Quantities: CSIR-CIMFR, reserves the right during the contract to increase or decrease the quantity of Services originally specified in the Schedule of Requirement without any change in unit price or other terms & conditions. Further, at the discretion of the CSIR-CIMFR, the quantities in the contract may be enhanced by 30% within the contract period. The PBG shall be accordingly enhanced.

1.7.1 The TSP shall not sub-let, transfer or assign the contract or any part thereof.

1.8.1 Income Tax shall be deducted at source from the bills of the TSP as per the provisions and other Taxes, Levies if any applicable as per statutory provisions will be deducted.

1.9.1. The CSIR-CIMFR shall not be liable or responsible for any loss of the TSP towards idleness of the work force, personnel, tools & tackles, deployed by the TSP for performing the contract for any period during the tenure of the contract.

1.10.1 Amendment Clause: Terms & conditions may be amended on mutual agreement within the NIT framework. if needed.

1.11.1 RISK PURCHASE:- "If the progress of the work or of any portion of the work is unsatisfactory, the competent authority, after giving the TSP 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the TSP with cost involved in engaging another agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the competent authority for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the TSP. However, when this clause is involved, penalty will not be applicable".

1.12.1. Penalty clause:- Subject to GCC Clause on Force Majeure, if the TSP fails to perform the Services within the period(s) specified in the Contract, the CSIR-CIMFR shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price unperformed Services or contract value for each work or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the CSIR-CIMFR may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

1.13.0. Suspension or Termination of Contract:

1.13.1. The CSIR-CIMFR may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the TSP, terminate the Contract in whole or part. CSIR-CIMFR, reserves the right to suspend or terminate the contract at any point of time which will come into effect in any of the following cases.

- (i) If CSIR-CIMFR finds any difficulty statutorily or for reasons beyond its control, including force majeure in continuing the work under the contract.
- (ii) If the TSP defaults at any time in proceeding with the work with due diligence or otherwise and continues to do so, after giving 15 working days' notice in writing by the competent authority or his authorized representative.
- (iii) If the TSP commits default in complying with any terms and conditions of the contract and does not rectify it or fail to take effective step to rectify it within 15 working days, after receipt of notice in writing as above.
- (iv) If the TSP at any time offers or gives or agree to give to any person of CSIR-CIMFR or to any other person on its behalf, any gift or consideration of any kind as an indulgence or reward for doing or for hearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other contract from the CSIR-CIMFR.
- (v) The TSP if voluntarily proceeds for liquidation or the Court makes an order for the liquidation of its affairs or a receiver or manager on behalf of the shareholders shall be appointed or circumstances shall arise which entitle the court or shareholder to appoint a receiver or manager.
- (vi) If the TSP assigns, sublets or attempts to assign, transfer or sublet the entire work or any portion thereof, CSIR-CIMFR, may without prejudice to any other right can cancel the contract wholly or only such part of the work in default by the Technical Service Provider.
- (vii) Willful neglect, insubordination or disobedience by the TSP, its employees of the orders of the competent authority or his authorized representative pertaining to safety or any other matter relating to the execution of the work in / under the contract.
- (viii) Failure on the part of the TSP, to arrange the requisite consumable items, tools and tackles etc at site and / or failure to start the work on the stipulated dates / or if it is found that the system of payment to the Labourer and staff is not satisfactory and is likely to cause unrest.
- (ix) In the event of non-compliance of Standard Sampling Processes, the TSP shall be made liable for any penalties/losses caused to CSIR-CIMFR.
- (x) During the suspension period CSIR-CIMFR is entitled to get the work done from a party of their choice at TSP's risk & cost.
- (xi) In case of discontinuation of Project by sponsoring Agency, The awarded job will be discontinued/ Terminated and CSIR-CIMFR will not be liable to pay any losses due to thereof.

1.13.2. In the event the CSIR-CIMFR terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- a) The Performance Security is to be forfeited;
- b) The CSIR-CIMFR may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the TSP shall be liable for all available actions against it in terms of the contract.
- c) However, the TSP shall continue to perform the contract to the extent not terminated.

1.14.1. **Termination for Insolvency:** The CSIR-CIMFR may at any time terminate the Contract by giving written notice to the TSP, if the TSP becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the TSP, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the CSIR-CIMFR.

1.15.1. **Termination for Convenience:** The CSIR-CIMFR, by written notice sent to the TSP, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the CSIR-CIMFR's convenience, the extent to which performance of the TSP under the contract is terminated, and the date upon which such termination becomes effective.

1.16.0. Force Majeure :

1.16.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the TSP shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

1.16.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the TSP that is not foreseeable and is unavoidable, and its origin is not due to negligence or lack of care on the part of the TSP. Such events may include, but not be limited to, acts of the CSIR-CIMFR in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, earthquakes, war, lockouts, mishaps at sites and non-placement/operation of Trucks/Conveyor Belt/Ropeway etc.

1.16.3 If a Force Majeure situation arises, the TSP shall promptly notify the CSIR-CIMFR in writing of such conditions and the cause thereof **within 48 hours of its occurrence**. Unless otherwise directed by the CSIR-CIMFR in writing, the TSP shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

1.16.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 15 days, either TSP may at its option terminate the contract without any financial repercussions on either side.

1.16.5 If due to Force Majeure the sampling/preparation, etc. job is stopped, the Technical Service Provider will have no financial claim to CSIR-CIMFR.

1.17.0. Settlement of Disputes :

1.17.1 The CSIR-CIMFR and the TSP shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

1.17.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the CSIR-CIMFR or the TSP may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods/services under the Contract.

1.17.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the CSIR-CIMFR and TSP relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings.

The dispute shall be referred to the Director General, Council of Scientific & Industrial Research, New Delhi and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

1.18.1 **The venue of the arbitration shall be the Dhanbad.**

1.18.2 Not withstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The CSIR-CIMFR shall pay the TSP any money due to them.

1.19.0 Compliance and Fulfillment of Labour laws (TSP's own responsibility).

1.19.1 The responsibility of the TSP in respect of the payment to its employees will be its and absolute. The TSP shall at all times indemnify the CSIR-CIMFR against any claim or demand arising out of any short payment or in connection with any disputes arising between the TSP and its work force. The workmen so deployed by the TSP for the execution of the job shall have no right for the employment in the CSIR-CIMFR.

1.19.2. CSIR-CIMFR shall on Termination of contract have the powers to carry out the incomplete work by any means at the risk and cost of the TSP. Any expenditure incurred or to be incurred by the CSIR-CIMFR for completion of the work or part of the work left behind unexecuted and got executed at the cost and risk of TSP or the loss or damage suffered or likely to be suffered by the CSIR-CIMFR as aforesaid after adjustment of due credit will be recovered from the amount due to TSP by CSIR-CIMFR.

1.19.3 TSP shall issue I.D Cards at his own cost to the personnel deployed by the TSP for the said job .They shall be duty bound and have to wear Identity Cards, issued by the TSP all the time.

1.19.4. The TSP shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and other applicable laws. Before commencement of the work, a copy of which he shall submit to CSIR-CIMFR. He shall continue to have a valid license till the completion of work.

1.19.5. All disputes arising out of this contract in respect of the personnel deployed by the TSP with regard to their salaries/wages or any other matter connected with their service conditions is solely and wholly the responsibility of the TSP. The CSIR-CIMFR will be free from all encumbrances either from the Govt. or from any other sources.

1.19.6. The personnel engaged by the TSP are sole employees of the TSP in all circumstances and they have no right to claim for any compensation or regular appointment in CSIR-CIMFR and CSIR-CIMFR doesn't own any responsibility what so ever either for their absorption/regularization/continuation of engagement explicitly/implicitly.

1.19.7. That the TSP shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-CIMFR and shall comply with the statutory provisions like Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936, Mines Act, 1952. The Employees Provident Fund (Miscellaneous Provision) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Child labor (Prohibition & Regulation Act 1986, Maternity Benefits Act 1961 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the CSIR-CIMFR indemnified from all acts of omission, fault, breaches and/or any claim, demand loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. TSP's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws of rules framed there under or any of these, the CSIR-CIMFR shall be entitled to recover of the such losses or expenses, which it may have to suffer or incur on account of such claims, demands, loss or injury from the TSP's payments. The TSP is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits & risks in relation to employees to be engaged by him.

1.19.8 The TSP shall be required to maintain the records like attendance register / rolls / all other requisite records within the working premises, which will be readily available for inspection and checking by the authorized officers of CSIR/CSIR-CIMFR/ labour authorities.

1.19.9. Safety Regulations: The TSP shall be responsible to take all precautions to ensure the safety of all the equipment, persons, public & private property.

1.19.10. The TSP shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-CIMFR.

1.19.11. The Security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the TSP and /or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the TSP.

1.19.12. All the required training (to the deployed man power) including VTC, MVT etc. for the work of collection and preparation of coal samples at Loading and Unloading points will be sole responsibility of TSP.

2.0. SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall act as a general guideline and shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

2.1.1: The CSIR-CIMFR Address is: THE DIRECTOR, CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH (CIMFR), BARWA ROAD, DHANBAD -826015, JHARKHAND, INDIA.

2.2.1 :For notices, the CSIR-CIMFR's address is-

Kind Attention: STORES AND PURCHASE OFFICER

Address for correspondence: CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH, BARWA ROAD, DHANBAD- 826015 (JHARKHAND) INDIA.

Telephone: 0326-2396018, Facsimile number: +91326-2296030

Electronic mail address:msansarisp0@gmail.com, msansari@cimfr.res.in

2.3.1: The place of Jurisdiction is Dhanbad Court.

2.4.1: The terms and Conditions of signed Integrity Pact shall be applicable for this contract.

2.5.1 Documentation and Submission of samples :

Coal samples (from loading and unloading points)along with relevant documents and records of each consignment/lot (rake/truck) as mentioned below shall be delivered to CSIR-CIMFR Digwadih Campus, Dhanbad and Research Centres at Bilaspur, Nagpur and Ranchi, within 06 (Six) days/08 (Eight days) whichever applicable, from the date of preparation of samples.

- i) Name of the Coal Company/Area.
- ii) Name of the Colliery.
- iii) Name of the Siding.
- iv) Date of loading/unloading R. No. &date.
- v) Date and time of sampling.
- vi) Name of the consignee and destination.
- vii) No. of wagons /trucks placed (Identification no.)
- viii) Total no. of wagons/trucks identified from which samples were drawn for each grade (if there is more than one grade).
- ix) Date and time of submission of samples and related documents as per Annexure-II.

The format containing the above information, duly signed by authorized persons shall be maintained in the register as per the Annexure-II. However the details in the proforma prescribed in Annexure-II shall be prepared and sent to the CSIR-CIMFR concerned for adjustment of the bill(s) based on actual sampled quantity of coal.

2.5.2. The bidder /TSP shall have to submit a monthly report of sampling to designated person of CSIR-CIMFR.

2.6.0. Condition for penalty:

2.6.1 No rakes should be allowed to be drawn out without sampling. In case of any rake/consignment goes un-sampled due to the failure of the TSP, double the rate of sampling charges (as quoted by TSP) of un-sampled quantity shall be imposed on the TSP for the above failure.

2.6.2 The samples shall be submitted within 6 (Six) days of sample preparation for the site located within 500 km from research centre and 08 (eight) days of sample preparation for the site located beyond 500 km from research centre from loading/unloading ends to CSIR-CIMFR Research Centre or its authorized representative. In case of delay beyond six (06) days/ 08 (days), the followingpenalties (As per clause no.2.7) shall be imposed on payable amount of the TSP on quantity of coal covered by those gross/final samples at loading/unloading end at the specified rates given below.

2.7. **Rate of Penalties:**

Sl. No.	Delay in no. of days beyond (six/eight days) the time schedule mentioned below	%age of penalty of sampling bill	Remarks
1	Up to 2 days	10%	
2	>2 to 5 days	30%	
3	>5 to 8 days	50%	
4	>8 days & above	80%	On failure of submission of samples and related documents the penalty will be imposed on TSP on corresponding quantity of coal sampled (from loading or unloading end).

2.7.1 The delays may also be inter-alia considered as cause for termination of contract. However, CSIR-CIMFR may waive off imposition of penalty in part or full provided they are satisfied with the reasons put forward by the TSP to justify that delay is not directly attributable to the TSP.

2.7.2 The TSP will take all possible care while sampling at loading and unloading ends so as to ensure that referee samples collected in a month are less than 5% otherwise his performance will be reviewed to impose penalty.

2.8.0. **PERFORMANCE SECURITY:** The successful TSP shall have to deposit Performance Security at the rate of 10% of Contract Value as below:

2.8.1 (i) Within 21 days of receipt of the notification of award Agreement/ contract, the TSP shall furnish a, Performance Security of 5% of annual contract value valid till 180 days beyond the Contract period.

(ii) 5% will be deducted from each running bill towards performance security, till it reaches 10% of total value . In case the work exceeds the awarded value/quantity, then 10% will be deducted from the respective running bill towards P.S.

2.8.2 The Performance Security shall be denominated in Indian Rupees only. No interest shall be payable on Performance security deposit.

2.8.3 The Performance security shall be in one of the following forms:

(a) A Bank guarantee issued by a Nationalized/Scheduled bank located in India in favour of Director, CSIR-CIMFR, Dhanbad.

Or

(b) A Banker's cheque or Account Payee Demand Draft in favour of Director, CSIR-CIMFR, Dhanbad.

2.9. **REFUND OF PERFORMANCE SECURITY:** -

2.9.1. The refund of Security Deposit will be subject to CSIR-CIMFR's right to deduct / appropriate its dues against the TSP under this contract. On completion of the entire work and certified as such by competent authority after six months from the date of completion of work.

2.9.2. The security deposit will be refunded to the TSP if the contract is completed to the satisfaction of CSIR-CIMFR. If the CSIR-CIMFR incur any loss or damage on account of breach of any clause of this contract or any other amount arising out of contract become payable by the TSP then CSIR-CIMFR, may appropriate the whole or part of the security deposit and any such appropriated amount will not be refunded to the TSP.

2.9.3. Performance security will be refunded back to the Technical Service Provider, after it duly performs and completes all such obligations under the contract in all respect after six months of his final bill. No interest shall be payable on Performance Security.

2.10.1. All the information/data generated during the Contract Period and after the contract period are the sole proprietary of CSIR-CIMFR. The TSP shall not disclose any information without permission.

2.11.1. The Director, CSIR-CIMFR, reserves the right to cancel either in part or in full or to split the order more than one TSP, at its sole discretion without assigning any reasons thereof, which will be binding and acceptable to the TSP.

3.0. Schedule of Requirement:

3.1.1. Scope of Work:

Scientific and Technical Services in collection, preparation (BIS-IS:436 or FSA) and transportation of coal samples from loading sites of various collieries of subsidiaries of Coal India Limited/SCCL to CSIR-CIMFR Campus at Digwadih, Dhanbad and its Research Centres at Nagpur, Bilaspur and Ranchi and Unloading sites of Power Utilities to CSIR-CIMFR Campus at Digwadih and its Research Centres at Nagpur, Bilaspur and Ranchi. Detailed documentation of coal samples collected and being supplied to various consumers in power sectors by Rail / Road / MGR, etc. is also to be furnished.

3.2.1. Quantity to be sampled: Approx.300 Million Metric Tonnes per year (The quantity may vary according to actual requirement).

Zones/ Research Centres/ Campus	CIL subsidiaries and Power utilities to be covered for coal sampling	Number of loading/unloadin g points (Approx.) to be taken in phased manner	Quantity to be sampled annually, which includes both loading and unloading end (Approx. Million Tonne)
Digwadih Dhanbad	BCCL, NCL, NECL, ECL & Part of CCL and respective power utilities where these coals are supplied	48	110.00
Ranchi	MCL & Part of CCL and respective power utilities where these coals are supplied	30	70.00
Bilaspur	SECL and respective power utilities where these coals are supplied	34	70.00
Nagpur	WCL, Part of SECL & SCCL and respective power utilities where these coals are supplied	39	50.00

3.3.1 Minimum four (4) manpower along with a supervisor must be present at site during collection and minimum two (2) manpower along with a supervisor must be present at site during preparation of the samples at every (loading or unloading) site. The supervisors should be graduate or diploma holder with scientific and Technical work experience.

All the required training (to the deployed man power) including VTC, MVT etc. for the work of Collection and preparation of coal samples at Loading and Unloading points will be sole responsibility of TSP.

3.4.1 Collection of samples by manual/mechanical means (as applicable), from wagons/Trucks/Silo/Belt etc., as the case may be at loading and unloading points round the clock from the supplies being made from various subsidiaries of Coal Company to various power utilities having sampling agreement as per provision of FSA and as per procedure specified in tender document.

3.4.2 Dispatch/receive equivalent or less than one Rake (4000 metric tonne) for a particular Power Utility by any means in a day from a source / loading/unloading points shall be treated as one lot for the purpose of sampling.

3.4.3 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/unloading. Additionally, TSP will also follow the instructions issued by CSIR-CIMFR when ever required.

Wherever satisfactory mechanical sizing facilities are available/working, sample of 212 Micron size shall be prepared.

Wherever such facilities are not available, Coal Company/Power Utility shall provide the same within 3 months. Till such time, sample of 3.35 mm shall be prepared.

3.4.4. **Parting of Sample:** After preparation, final sample shall be divided into four equal parts (i.e. for CSIR-CIMFR, Coal Company, Power Utility and referee samples).

3.4.5 **Referee Sample** shall be retained in double sealed condition duly signed by the representative of coal supplying 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 collection of sample if the analysis is not protested. The referee sample will be destroyed after 30 (Thirty) days.

3.4.6 Technical service provider will support CSIR-CIMFR team in determination of total moisture (TM) at site as per relevant IS procedure.

3.4.7 The TSP will be allowed to utilize the existing sample preparation facilities/machineries and testing equipment of the coal company. All the consumables, tools and tackles etc. (standard quality), required for performing the jobs shall be supplied by the TSP, including sufficient man power as per the clause 3.3.1.

3.4.8 Collection and preparation of samples by the TSP will be witnessed by Coal Company, Power Utility and CSIR-CIMFR representative, however if they are not present the work will be done by TSP.

3.4.9 Prepared sample will be transported by the TSP to respective CSIR-CIMFR Research Centres in tamper proof manner.

3.4.10 In case of protest of analyses the referee samples will be transported by the TSP in person to designated referee laboratories. The expenditure on travel and stay will be borne by the challenging party. In case of non-payment/delay in payment to TSP by challenging party, CSIR-CIMFR will interfere. CSIR-CIMFR representative will also accompany with the TSP person.

3.5.1. DESCRIPTION OF JOB:

The detailed job descriptions of the work (Collection and Preparation of samples) has been given below. However, All the above activities of collection and preparation of samples of loading point will be performed by the appointed TSP in the premises /loading point /laboratories of the area/unit of concerned coal company and all the above activities of collection and preparation of samples of unloading point will be performed in the premises /unloading point /laboratories of the unit of concerned power utilities.

3.5.2 The details of Documentation of Sample: As per the Annexure -II.

3.5.3 In case the requisite facilities, machineries, laboratories are not available and / or inadequate at the loading/unloading ends, the TSP will prepare the samples as per the instruction of CSIR-CIMFR. No additional facility will be provided for transportation of the samples to the nearby laboratories.

3.5.4 The laboratory equipment and related infrastructures provided by the coal company/power utility for coal sampling should be properly used by the TSP and avoid mishandling of the machineries / equipments. It will be obligatory on the part of TSP to hand over the machineries / equipments in proper running condition after close of the contract.

3.5.5 In case of breakdown of equipment for more than 24 hrs, arrangements will be made for manual sizing up to 3.35mm.

3.6.0. TERMS AND CONDITIONS FOR SAMPLING AT LOADING POINTS AND UNLOADING POINTS:

3.6.1 Representatives of CSIR-CIMFR, Coal Company and power stations shall have the right to witness and make observations, if necessary on the work of sampling at loading end and representatives of CSIR-CIMFR and power stations shall have the right to witness and make observations, if necessary on the work of sampling at unloading end.

3.6.2 The TSP shall make its own arrangement to know well in advance the time of placement of rake(s)/trucks at loading/unloading points for loading/unloading so as to ensure timely sampling of the entire coal in the consignment /lot (rakes/trucks). Sampling may have to be carried out any time during day and night on all days as per wagons/ trucks placement. For this purpose, the TSP shall have to keep adequate manpower round the clock for sampling of coal of the rakes/ trucks placed at loading end sidings/ loading/unloading points. In case the AMS is not in operation the samples shall have to be collected manually.

3.6.3 Samples shall be drawn from every placement consignment/rake /MGR-wise.

3.7. Detailed modalities for Sampling

Modalities for collection, handling, storage and preparation of samples:

A. 3.7.1. General

Sample shall be collected source wise, grade-wise and power station /consumer-wise at loading and unloading ends.

- Sample shall be collected, packed and transported in such a manner so as to make these tamper proof to the satisfaction of Coal Company, Power Utility and CSIR-CIMFR.
- Name the colliery / siding / power station, date of collection and other identification details (eg. Rake no. in case of rail supply) shall be maintained in a register and a proper code number shall be assigned for each sample for identification and reconciliation of results.
- Laboratory samples prepared shall be in the size of 12.5 mm for Total Moisture and for Proximate Analysis 3.35 mm/212 micron IS Sieve.

B PROCEDURE FOR SAMPLING OF COAL FROM RAKES/TRUCKS/OTHERS AT LOADING/UNLOADING POINTS

B1.1 COLLECTION OF SAMPLES FROM LOADED WAGONS:

Sample shall be collected from the loaded wagons at the loading/unloading point as per procedure given below:-

- In case of dispatch by Rail each rake (source wise, grade wise and Power Station/consumer wise) of Coal supplied/received from one Delivery /Receiving Point (Loading and unloading) shall be considered as a Lot for the purpose of sampling.

b) In case of Coal dispatches through MGR the sample collected from each rake (source wise, grade wise and Power Station-wise) loaded/received from the respective Delivery/receiving Point during the day shall be pooled together and shall be considered as a lot for the purpose of sampling.

c) Each rake shall be divided into sub-lots in a manner that the quantity of Coal/number of wagons in such sub-lots is more or less equal. The number of sub lots shall be determined as per existing FSA between coal company and power utility:

No. of wagons in the rake	Number of sub lots
Up to 30 wagons	4
>30 wagons up to 50 wagons	5
>50 wagons and above	6

d) From each of the sub-lots one wagon each shall be selected as per random table in IS: 436 (Part I/Section I) 1964 or its latest version for collection of increments.

e) In each wagon selected for sampling, the sample will be drawn from the spot in a manner so that if in one wagon the sample is collected at one end, in the next wagon the spot will be in the middle of the wagon and in the third wagon at the other end and this sampling procedure will be repeated for subsequent wagons.

f) Before collecting the samples, the spot will be leveled and at least 25 cm of Coal surface shall be removed/scrapped from the top and the place will be leveled for an area of 50 cm by 50 cm.

g) About 50 kg of sample shall be collected from each selected wagon in the rake of a source by drawing 10 increments of approx. 5 kg each with the help of shovel/scoop.

h) Any stone/shale of size more than 250mm shall be removed/discard, however all stones/ shale of size less than (-) 250mm shall form part of the sample collected.

i) Source wise, grade wise and Power Station wise Samples collected from all the selected wagons in a rake shall be mixed (grade wise/source wise/Power Station wise) separately to form Gross Sample accordingly.

j) Item (d) to (g) above shall be applicable for Coal supplied in box wagons as well as BOBR wagons where there is no live overhead traction line.

k) In case of having live overhead traction line, the parties shall ensure that the power supply in the overhead traction is switched off to facilitate collection of samples from BOX / BOBR wagons pursuant to points (d) to (g) above.

C1.1 COLLECTION OF SAMPLES OF COAL DESPATCHES BY ROAD:

Sample shall be collected from the loaded trucks at the Loading/unloading Point as per procedure given below:-

a) Sample shall be collected source wise, grade wise and Power Station/Consumer wise on daily basis during a day i.e. 0.00 Hr. to 0 .00 Hr. of the following day.

b) The first truck for sampling on a day shall be selected randomly from the first eight trucks placed for loading/unloading Every eighth (8th) truck there after shall be randomly selected for sampling by TSP.

c) The spot at the top of the truck will be leveled and at least 25 cm of Coal surface shall be removed/scrapped from the top and the place will be leveled for an area of 50 cm by 50 cm for collection of sample.

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

e) All the samples collected from every 8thtruck shall be mixed together source wise, grade wise and Power Station/Consumer wise to form a Gross Sample.

f) Any stone/shale of size more than 250 mm shall be removed/discard, however all stone / shale of size less than 250mm shall form the part of the sample collected.

D1.1 COLLECTION OF SAMPLES FROM CONVEYOR BELT/ROPEWAYS

Sampling of coal dispatched by conveyor belt /ropeways:

- i) In case of supply by conveyor belt / ropeways sample shall be collected in increments of full cross section and thickness of the stream in one operation in a regular interval of time as mutually decided by both CSIR-CIMFR and concerned parties at loading and unloading point and lot shall consist of samples so collected during a day i.e. 0.00 Hr. to 0.00 Hr. of the following day.
- ii) Before collecting the increments, the speed of the ropeways & conveyor and quantum of material passing a certain point in a given time shall be ascertained so that an appropriate spacing of time between increments may be arranged over the whole of the lot.
- iii) If it is practicable to stop the ropeways & conveyor belt periodically, increment may be collected from the whole cross section of the stream by sweeping the whole of the coal lying between the sides of a suitable frame placed across the ropeways & conveyor belt. The frame should be inserted in the coal until it is in contact with the belt/bucket across its full width.
- iv) Minimum 150 Kgs of samples to be collected for daily Gross Sample.

(Note – In case of sample collected through AMS, the TM samples will be drawn from loaded wagons.)

3.8.0 PREPARATION OF COLLECTED SAMPLES:

Preparation of laboratory sample: (As per relevant IS Specification).

- 3.8.1 The Gross Sample collected will be divided into two portions. One portion (one fourth of the Gross Sample) called Part-I, will be used for analysis of Total Moisture and the other portion (three fourth of the Gross Sample) called Part-II for determination of moisture and GCV on Equilibrated basis.
- 3.8.2 The Part-II Sample shall be reduced to 3.35 mm/ or 212 micron sample on the date immediately following the date of collection. The final samples will be divided into four parts viz. Part -1 CSIR-CIMFR, Part-2 Coal Company, Part-3 Power utility and Part-4 Referee sample.

Referee Samples shall be kept under the seal of CSIR-CIMFR in the safe custody. The Referee sample will be destroyed after 30 days from the date of collection if no complaint is received.

- a) The Gross Samples for each Delivery/Receiving Point shall be separately crushed to (-) 50mm by mechanical means, mixed thoroughly, coned and quartered and further processed as per IS-436 (Part -1 Section-1)(1964) or its latest version at the time of loading/unloading or as per FSA.
- b) All tools and tackles, plastic bags, sealing compound and other items required for collection, preparation and storage of the sample should be of standard quality and shall be provided by the TSP.
- 3.8.3 The TSP should identify grade-wise / Colliery-wise wagons numbers at the time of taking sample at loading/unloading point to facilitate "lot-wise" collection of gross sample.
- 3.8.4 The TSP shall prepare colliery-wise, rake-wise, grade-wise and power station wise reports showing therein the quantity sampled in detail for each calendar month based on loading and unloading date and deliver copies to competent authority or his authorized representative of CSIR-CIMFR within 15th day of the next month failure to which his performance will be reviewed.

3.8.5 Total Moisture Sample will be prepared as per FSA Between Coal Company and Power Utility or IS Method.

Indicative Quantity from different loading sites dispatched to Thermal Power Plants.

1. Coal Company: - NORTHERN COALFIELDS LIMITED

GROUP: - A

SL. NO.	AREA/ PROJECT	Non Silo Loading point(Siding)	ROAD LOADING POINT	PROJECTED QUANTITY COVERED UNDER SAMPLING (Million tones/Annum)
1	BLOCK B	RAIL		03.87
2	KRISHNASHILA	RAIL		02.69
3	JAYANT (DUDHICHUCHAWARF WALL)	RAIL		03.11
			SUB- TOTAL	9.67

GROUP: - B

SL. NO.	AREA/ Project	SILO Loading point	MODE OF LOADING	PROJECTED QUANTITY COVERED UNDER SAMPLING (Million tones/Annum)
1	AMLOHORI	CHP/SILO		08.59
2.	DUDHICHUA	CHP/SILO		13.96
3.	JAYANT	CHPSILO		11.82
4.	KAKRI	CHP/SILO		02.26
5.	KHADIA	CHP/SILO		05.37
6	NIGAHI	CHP/SILO		13.96
7	BINA	CHP/SILO		05.37
			SUB- TOTAL	61.33

GRAND TOTAL: 71.00 mill. Tones /Annum

2) Coal Company: - Eastern Coalfields Ltd.

GROUP: - A

Qty. in Mill Tones

SL. NO.	AREA	SIDING	ROAD LOADING POINT	PROJECTED QUANTITY COVERED UNDER SAMPLING (in M. Te./Annum)
1.	PANDAVESWAR	PAW-I(MN) PAW-II(PD) PAW-II(SS) PAW-II(K)	NO DESPATCH TO POWER SECTOR FROM ROAD LOADING POINTS.	10.78
2.	JHANJRA	PAW-I(POCP) NO.1		
3.	BANKOLA	PAW-I(POCP) NO.2 UKA - IV (B)		
4.	SONEPUR	UKA - V		
5.	KAJORA	UKA - I (P/W) UKA - I (N/K) UKA - II (KK/PE)		
6.	KENDA	CHA - (BAHULA)		
7.	SATGRAM	RNG - (I/III)		
8.	SRIPUR	DN - I		
9.	KUNUSTORIA	CHA - II (P) KNST TOP - I (BNS) TOP - I (BEL)		
10.	SODEPUR	PBH CKI III		

GROUP: - B

SL. NO.	AREA	SIDING	ROAD LOADING POINT	PROJECTED QUANTITY COVERED UNDER SAMPLING (in M. Te./Annum)
1	MUGMA	MMU - IIIA	NO DESPATCH TO POWER SECTOR FROM ROAD LOADING POINTS.	3.59
2.	S P MINES	JMT		
3.	SALANPUR	SLS - I		

GROUP: - C

SL. NO.	AREA	SILO LOADING POINT	PROJECTED QUANTITY COVERED UNDER SAMPLING (in M. Te./annum)
1	RAJMAHAL	PPT + WHARF	5.13 7.96 13.09
		SILO POINT (MGR)	
		TOTAL	

GRAND TOTAL:27.47M.Te/Annum

9165

3) Coal Company: - BHARAT COKING COAL Ltd.

GROUP: - A

SL. NO.	AREA	SIDING	PROJECTED COVERED UNDER SAMPLING (M.Te. / Annum)	QUANTITY
1		NLB		
2		BARORA (W)		
3		KKC LINK		
4		BJ-1		
5		KKC MAIN		
6		KESSURGARH		
7		NL(G)		
8		SL(G)		
9		LAKARKA		
10		SIJUA		
11		SENDRA BANSJORA		
12		GARARIA		
13		JOGTA		
14		KANKANEE		
15		DUGDA WASHERY		
16		MADHUBAN WASHERY		
		TOTAL	14.52.	

GROUP: - B

SL. NO.	AREA	SIDING	PROJECTED COVERED UNDER SAMPLING (M.Te. / Annum)	QUANTITY
1		KDS (K)		
2		KDS II		
3		BNR		
4		CK (WEST)		
5		CK(EAST)		
6		JGB - 6		
7		JGB - 9		
8		BURRAGARH		
9		NLOCP		
10		DAMAGORIA		
11		MOONIDIH WASHERY		
12		MAHUDA WASHERY		
13		PATHERDIH WASHERY		
14		SUDAMDIH WASHERY		
15		BHOJUDIH WASHERY		
		TOTAL	11.88	

4) Coal Company: - CENTRAL COALFIELDS Ltd.

GROUP: - A

Figures in Million Tones

SL. NO.	AREA / FIELD	NON SILO LOADING POINT (SIDING)	ROAD LOADING POINT	INTERNAL WASHERY	PROJECTED QUANTITY COVERED UNDER SAMPLING (M.Te. / Annum)
1	EAST BOKARO	5.45	2.46	1.15	

2010

2.	WEST BOKARO	3.31	2.46	0.69	
3.	RAMGARH	0.00	0.00	0.95	
4.	GIRIDIH	0.35	0.07	0.00	
	TOTAL	9.11	4.98	2.80	16.89

GROUP: - B

Figures in Million Tones

SL. NO.	AREA / FIELD	NON SILO LOADING POINT (SIDING)	ROAD LOADING POINT	INTERNAL WASHERY	PROJECTED QUANTITY COVERED UNDER SAMPLING (M.Te. / Annum)
1.	SOUTH KARANPURA	2.53	0.32	0.56	
2.	NORTH KARANPURA	11.23	3.49	4.81	
	TOTAL	13.75	3.82	5.37	22.94

GROUP: - C

SL.NO.	AREA / FIELD	SILO LOADING POINT (SIDING)	PROJECTED QUANTITY COVERED UNDER SAMPLING (M.Te. / Annum)
1	EAST BOKARO	0.17	
	TOTAL	0.17	0.17

GRAND TOTAL: 56.757 Million Tonnes PER ANNUM

5) Coal Company: NEC, CIL

Qty. in Mill Tones

Sl. No.	Area	Non-Silo Loading point (siding)	Road Loading Point	Projected Quantity Covered Under Sampling per Annum.
1	NEC, Assam	Tirap, Tikak rail sidings	-	0.80

6) Coal Company: WCL, CIL

GROUP-A

Qty. in Mill Tones

Sl. No.	Area	Non Silo Loading Points Presently under Operation		Other Loading Points			Total No. of Loading Points	PROJECTED QUANTITY COVERED UNDER SAMPLING (M.Te. / Annum)
		Siding	UTS	Road	Belt	Rope		
1	Nagpur	2	NIL	NIL	NIL	3	5	4.71
2	Pench	2	NIL	1	NIL	NIL	3	1.77
3	Kanhan	3	NIL	NIL	NIL	NIL	3	1.17
4	Patherkhera	NIL	NIL	5	2	NIL	7	2.50
							Total:	10.15

ii) Despatch to Power Utilities by Road:

2.47

Grand Total

12.62

GROUP-B

Qty. in Mill Tones

Sl. No.	Area	Non Silo Loading Points Presently under Operation		Other Loading Points			Total No. of Loading Points	PROJECTED QUANTITY COVERED UNDER SAMPLING (M.Te. / Annum)
		Siding	UTS	Road	Belt	Rope		
1	Ballarpur	2	NIL	3	NIL	NIL	5	2.13
2	Chandrapur	2	1	1	NIL	2	6	5.35
3	Wani	2	NIL	3	NIL	NIL	5	8.19
4	Wani (N)	1	NIL	4	NIL	NIL	5	2.97
5	Majri	2	NIL	NIL	NIL	NIL	2	2.81
6	Umrer	1	NIL	NIL	NIL	NIL	1	2.13
							Total	23.58

Grand Total: 33.73 per annum

7) Coal Company: SECL, CIL

GROUP: A

Qty. in Mill Tones

Sl. No.	Area	Non-Silo Loading Point (Siding)	Road Loading Point	Projected Qty. Covered under Sampling(M.Te/Annum)
1	Bisrampur	Jainagar Bisrampur WW Kumda		0.45 0.47 0.53
2	Bhatgaon	Bhatgaon		2.10
3	Baikuntpur	Churcha Katora		0.16 0.79
4	Chirimiri	Duman Hill NCPH Chirimiri		0.58 0.99 0.68
GROUP- B				
5	Hasdeo	Bijuri New Raj Raj Rao		1.78 1.21 1.81
6	J & K	Govinda Jamuna OCM		1.86 0.72
7	Sohagpur	Burhar Sangma (OWS)		1.21 1.25
8	Johilla	Nowrozabad		1.52
GROUP: C				
9	Korba	Surakachhar CSEB (OWS) Manikpur-II		0.68 2.12 0
10	Gevra	Junadih	Ground Bunker	8.47 10.16
11	Dipka	Dipka	Bunker Loading	1.43 14.47
12	Kusmunda	New Kusmunda Gevra Road CBSE (By Belt)		3.35 1.33 5.31
13	Raigarh	Robertson		1.09
		Total :		66.52

GROUP: D

Sl. No.	Area	Silo Loading Point	Projected Quantity covered under Sampling
1	Gevra	NTPC (MGR/Silo)	14.28
2	Dipka	NTPC (MGR/Silo)	9.97
		TOTAL	24.48

Grand Total: 91.00M.Te per Annum

8) Coal Company: MCL, CIL

GROUP: A

(Qty. in MT)

Sl. No.	Area	Non-Silo Loading Point (Siding)	Road Loading Point	Projected Qty. Covered under Sampling
1	ORIENT	0.98	0.98	1.41
2	IB - VALLY	10.50	3.00	9.72
3	LAKHANPUR	16.75	4.25	15.82
4	BASUNDHARA	10.26	5.43	11.30
	TOTAL	38.49	13.66	38.25

GROUP: B

(Qty. in MT)

Sl. No.	Area	Non-Silo Loading Point	Road Loading Point	Projected Qty. Covered under Sampling
1	TALCHER	0.35	0.19	0.39
2	LINGARAJ	12.00	1.00	12.16
3	KANIHA	3.00	0.00	3.00
4	JAGANNATH	27.81	6.00	24.85
5	BHARATPUR	6.00	1.00	5.04
6	HINGULA	7.50	4.00	8.28
Total :	56.66	12.19		53.72

GROUP: C

(Qty. in MT)

Sl. No.	Area	Silo Loading Point	ROAD POINT	Projected Quantity covered under Sampling
1	BHARATPUR	3.00	0.00	3.00
	TOTAL	3.00	0.00	3.00

	GRAND TOTAL	98.15	25.85	94.97
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Note*: 1. Details about loading points from SCCL mines will be provided separately.

2. Thermal Power Plants of NTPC and other Power Utility Companies which receive the coal from different subsidiaries of CIL/SCCL.

3. Out of the above subsidiaries of CIL/SCCL and Power Stations, initially approx. 300 (Three Hundred) million Tonnes of coal will be covered in phased manner. The sites covered under this contract are given in Annexure III.

4. The quantities given in the "Schedule of Quantities" (Annexure-I) are only indicative which may vary in course of actual execution of work.

RAKEWISE SAMPLING DETAILS OF SAMPLES DRAWN BY TSP DURING THE PERIOD OF:
LOADING/UNLOADING END SAMPLING DETAILS FOR DOCUMENTATION

NAME OF COAL COMPANY/POWER UTILITY:

AREA :

Sl.n	Name of siding /colliery/ loading point	Date of loading/unloading	No. of Wgs.	Rake no.	Railway receipt		Qty as per RR	Destination PHs/ Power Utility company	Sample collection date	Sample preparation date	Date & Time of submission of samples at CSIR-CIMFR
					No	Date					
1	2	4	5	6	7	8	9	10	11	12	13

1. Wagons statement are enclosed.
2. For Road, Ropeway, Belt, Pipe line etc statement to be furnished separately.

Date SIGNATURE OF REP. SIGNATURE OF REP. SIGNATURE OF REP. SIGNATURE OF REP NAME:
 NAME: NAME: NAME: NAME:
 NAME OF COAL CO. NAME OF CSIR-CIMFR/ Name of Power utility NAME OF TSP

Zone wise loading and unloading points to be covered for sampling

Zones/Research Centres/ Campus	Loading Points/collieries	Unloading Points/Power stations
Digwadih, Dhanbad	NCL - Jayant, Amlori, Dudhichua, Bina, Krisnashila, Nigahi, Block-B etc. BCCL-SendraBansjora, Damagoria, Kusunda, JGB No.6 colliery Siding, Kustore, KKC Main etc. ECL-Bahula, Belbad, SonepurBazari, Kajora, POCP 1&2, Pandebeswar, 1 st DN Raniganj, 1 st UP Raniganj, Jamtara, Lalmatia, Pirpainti etc. CCL- Chainpur, Kathara, Dhori, Giridi, Jharandih, Kargali etc. NECL - Tirap, Tikak etc.	NTPC- Singrauli, Rihand, Vindhyanagar, Badarpur, Barh, Kanti, Bogaigaon, Dadri, Farakka, Kahalgaon, Tanda, Unchahar, APCPL, Jhajjar and other power stations as per the requirement.
Ranchi	MCL- Vasundhara 1 siding, BOMB, BOCM, LOCM, Lajkura-I, II and III, MCLK, BOCB, Lingraj MGR and MNKT, Kaniha, Ananta 5 and 6 siding, IB valley I, II and III siding, Lakhnupur, Bharatpur, Jagganath I and II. CCL- Bachra, RPM, KDH, Sirkha, Saunda, North Ramgarh, Giddi, Burkunda, Dakra, Rajrappa etc.	NTPC- Talcher Thermal, TalcherKaniha, Simhadri, and other power stations as per the requirement.
Bilaspur	SECL- Jainagar, Bishrampur, Kumda, Bhatgaon, Churcha, Katora, Duman Hill, NCPH, Chirimiri, Bijuri, Govinda, Burhar, Sangma, Nowrozabad, Surakachhar, Manikpur, Junadih, Dipka, Gevra, New Kusmunda, Robertson, Kusmunda I&II, Rajnagar, New Raj, Raj Rao, Jamuna, CSEB (OWS), Gevra Road etc.	NTPC- Korba, Sipat, MPPGCL- SGTPS, Birsinghpur, Amarkantak, SSTPS, Khandwa and other power stations as per the requirement.
Nagpur	WCL- B/G siding, EDC siding, Palachami, Wani siding, Raju siding, New Sasti siding, Chandrapur, Umre, Ghughus, HLC, CRC, Majri, Chargaon, Pumai siding, Souner B.G siding, Ballarpur, Hirdigarh, Nagpur ropeway etc. SCCL- Open Cast Mining Project-I, GDK-6, SRP, SCRM, SEGS, RUSG and CSPS etc.	NTPC- Mauda, Ramagundam, Kudgi MPPGCL- STPS, Sarni, MAHAGENCO- Bhusabal, Chandrapur, Koradih, Khaparkheda, Paras, Nasik and Parli Thermal Power Plants and other power stations as per requirements

These loading and unloading sites are only indicative. It may vary time to time as per requirement.

Contract form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made
 the [insert: number] day of [insert: month], [insert: year].

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by CSIR-Central Institute of Mining and Fuel Research, Dhanbad *insert complete name and address of CSIR-CIMFR(hereinafter called "the CSIR-CIMFR")*, and
 (2) [insert name of TSP], a corporation incorporated under the laws of *insert: country of TSP* and having its principal place of business at [insert: address of TSP] (hereinafter called "the TSP").

WHEREAS the CSIR-CIMFR invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the TSP for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the CSIR-CIMFR and the TSP, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The TSP's Bid and original Price Schedules
 - (f) The CSIR-CIMFR's Notification of Award
 - (g) [Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the CSIR-CIMFR to the TSP as hereinafter mentioned, the TSP hereby covenants with the CSIR-CIMFR to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The CSIR-CIMFR hereby covenants to pay the TSP in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

Signed: [insert signature]
 in the capacity of [insert title or other appropriate designation]
 in the presence of [insert identification of official witness]

Signed: [insert signature]
 in the capacity of [insert title or other appropriate designation]
 in the presence of [insert identification of official witness]

For and on behalf of the TSP

Signed: [insert signature of authorized representative(s) of the TSP]
 in the capacity of [insert title or other appropriate designation]
 in the presence of [insert identification of official witness]

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To: _____ WHEREAS _____ (Name & Address of the Technical Service Provider(TSP)hereinafter called "the TSP" has undertaken, in pursuance of Contract No. _____ dated _____ to provide Services _____ (Description of Services & Goods) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a Bank Guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the TSP a such a Bank Guarantee:

NOW THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the TSP, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the TSP to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the TSP before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the TSP shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the _____ day of _____, 20....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, Name & Address of the Bank and Address of the Branch