

<p>कोल इंडिया लिमिटेड</p> <p>विपणन एवं विक्रय विभाग कोल भवन, परिसर सं. - 04 MAR, प्लॉट सं. - AF-III, एक्शन एरिया -1A, न्यूटाउन, राजरहाट, कोलकाता-700156 फ़ोन:033-23244214, फ़ैक्स:033-23244229 कॉर्पोरेट पहचान संख्या : L23109WB1973GO1028844 ईमेल : gmqc.cil@coalindia.in वेब : www.coalindia.in</p>		<p>COAL INDIA LIMITED</p> <p>MARKETING AND SALES DEPARTMENT COAL BHAWAN, PREMISE NO- 04 MAR PLOT- NO -AF-III, ACTION AREA-1A, NEWTOWN, KOLKATA -700 156 Ph:033-23244214, Fax: 033-23244229 CIN : L23109WB1973GO1028844 E-MAIL : gmqc.cil@coalindia.in WEBSITE : www.coalindia.in</p>
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CIL/C-4B/TPS/2024/ 113

Date: 20.09.2024

To,
General Manager (QC/QM),
ECL/BCCL/CCL/MCL/NCL/SECL/WCL
General Manager, NEC

Sub: 1st Amendment to Model Tripartite Agreement under 2nd Round of empanelment by PFCL

Dear Sir,

This is to inform that NTPC vide email dated 20.09.2024 has forwarded the 1st Amendment to Model Tripartite Agreement under 2nd Round of empanelment by PFCL and Record Note dated 07.06.2024 alongwith its amendment of the 1st Executive Committee Meeting held on 28.05.2024 under 2nd round of empanelment by PFCL.

The copy of the aforesaid 1st Amendment to Model Tripartite Agreement under 2nd Round of empanelment by PFCL and Record Note dated 07.06.2024 alongwith its amendment are appended at **Annex-1&2** respectively.

In view of this is being sent for your information and necessary implementation w.e.f. 07.06.2024.

Yours sincerely

Tank S. Roy
20/09/24
Chief Manager (M&S/QC)

Copy to:

GM (M&S), ECL/BCCL/CCL/MCL/NCL/SECL/WCL


Copy for kind information to:

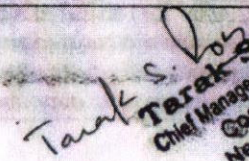
1. Director (Marketing), CIL
2. ED (M&L), CIL

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1st Amendments to Model Tripartite agreements under 2nd Round of Empanelment by PFCL


Sr. No:	Reference clause	Existing Provision	Amendments																														
1	TPA clause 5.3	TPSA shall communicate the result of sampling within fifteen (15) working days of sample collection to Coal Producer and Coal Consumer through web portal/ email/ 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. Print outs of bomb calorimeter are also to be given with the hard copies of the analysis results of samples and also for referee samples by TPSA.	TPSA shall communicate the result of sampling within Twenty (20) Calendar days of sample collection to Coal Producer and Coal Consumer through web portal/ email/ 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. Print outs of bomb calorimeter are also to be given with the hard copies of the analysis results of samples and also for referee samples by TPSA.																														
2	TPA clause 5.7(d)	The timeline for submission of result within fifteen (15) working days by TPSA is to be maintained strictly and non-adherence to the timeline shall attract penalty as per the following table: <table border="1" style="margin-left: 20px;"> <tr><td>1</td><td>1-2</td><td>5% of the total amount for that despatch</td></tr> <tr><td>2</td><td>3-5</td><td>10% of the total amount for that despatch</td></tr> <tr><td>3</td><td>6-10</td><td>20% of the total amount for that despatch</td></tr> <tr><td>4</td><td>10-15</td><td>50% of the total amount for that despatch</td></tr> <tr><td>5</td><td>>15 days</td><td>100% of the total amount for that despatch</td></tr> </table>	1	1-2	5% of the total amount for that despatch	2	3-5	10% of the total amount for that despatch	3	6-10	20% of the total amount for that despatch	4	10-15	50% of the total amount for that despatch	5	>15 days	100% of the total amount for that despatch	The timeline for submission of result within Twenty (20) Calendar days by TPSA is to be maintained strictly and non-adherence to the timeline shall attract penalty as per the following table: <table border="1" style="margin-left: 20px;"> <tr><td>1</td><td>1-2</td><td>5% of the total amount for that despatch</td></tr> <tr><td>2</td><td>3-5</td><td>10% of the total amount for that despatch</td></tr> <tr><td>3</td><td>6-10</td><td>20% of the total amount for that despatch</td></tr> <tr><td>4</td><td>11-15</td><td>50% of the total amount for that despatch</td></tr> <tr><td>5</td><td>>15 days</td><td>100% of the total amount for that despatch</td></tr> </table>	1	1-2	5% of the total amount for that despatch	2	3-5	10% of the total amount for that despatch	3	6-10	20% of the total amount for that despatch	4	11-15	50% of the total amount for that despatch	5	>15 days	100% of the total amount for that despatch
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3	TPA clause 5.9 d(i)	The disputing/challenging party shall make the advance payment to the TPSA's account within ten (10) days of information of estimated advance payment as shared by TPSA failing which the request of disputing challenging Party for referee sampling shall not be considered and results of TPSA shall be treated as final.	The disputing/challenging party shall make the advance payment to the TPSA's account within fifteen (15) Calendar days of information of estimated advance payment as shared by TPSA failing which the request of disputing challenging Party for referee sampling shall not be considered and results of TPSA shall be treated as final.																														

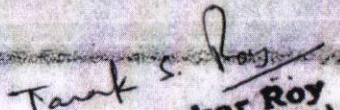

 संजय कुमार झा / SANJAY KUMAR JHA
 महाप्रबंधक (ईंधन-प्रबंधन)
 General Manager (Fuel Management)
 एन सी लिमिटेड / NTPC LIMITED


 Tarak Sarika Roy
 Chief Manager (MS-OP/Adm./Qual.)
 Coal India Limited
 New Town, Rajarhat
 Kolkata-700156

4	5.9(f)	<p>TPSA shall ensure that the designated referee labs communicate the results of referee samples to TPSA, 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. TPSA shall forward the copy of original results as received from referee labs along with print out of bomb calorific meter results as received from referee labs to the Coal Producer and Coal Consumer. Further, TPSA is empowered to carry out necessary proceedings/ processes for sending sample to designated NABL referee labs and send the sample to designated referee labs, in a situation where either/ both parties are not available/ present for the proceedings, despite notices from TPSA to either/ both parties. Non-adherence of the timeline by TPSA shall attract penalty as per the following table:</p> <table border="1" data-bbox="362 798 1048 1104"> <tr> <td>1</td> <td>1-2</td> <td>5% of the total amount for that despatch</td> </tr> <tr> <td>2</td> <td>3-5</td> <td>10% of the total amount for that despatch</td> </tr> <tr> <td>3</td> <td>6-10</td> <td>20% of the total amount for that despatch</td> </tr> <tr> <td>4</td> <td>10-15</td> <td>50% of the total amount for that despatch</td> </tr> <tr> <td>5</td> <td>>15 days</td> <td>100% of the total amount for that despatch</td> </tr> </table>	1	1-2	5% of the total amount for that despatch	2	3-5	10% of the total amount for that despatch	3	6-10	20% of the total amount for that despatch	4	10-15	50% of the total amount for that despatch	5	>15 days	100% of the total amount for that despatch	<p>TPSA shall ensure that the designated referee labs communicate the results of referee samples to TPSA, 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. TPSA shall forward the copy of original results as received from referee labs along with print out of bomb calorific meter results as received from referee labs to the Coal Producer and Coal Consumer. Further, TPSA is empowered to carry out necessary proceedings/ processes for sending sample to designated NABL referee labs and send the sample to designated referee labs, in a situation where either/ both parties are not available/ present for the proceedings, despite notices from TPSA to either/ both parties. Non-adherence of the timeline by TPSA shall attract penalty as per the following table:</p> <table border="1" data-bbox="1048 766 1789 1104"> <tr> <td>1</td> <td>1-2</td> <td>5% of the total amount for that despatch</td> </tr> <tr> <td>2</td> <td>3-5</td> <td>10% of the total amount for that despatch</td> </tr> <tr> <td>3</td> <td>6-10</td> <td>20% of the total amount for that despatch</td> </tr> <tr> <td>4</td> <td>11-15</td> <td>50% of the total amount for that despatch</td> </tr> <tr> <td>5</td> <td>>15 days</td> <td>100% of the total amount for that despatch</td> </tr> </table>	1	1-2	5% of the total amount for that despatch	2	3-5	10% of the total amount for that despatch	3	6-10	20% of the total amount for that despatch	4	11-15	50% of the total amount for that despatch	5	>15 days	100% of the total amount for that despatch
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The above changes in the form of this amendment will make an integral part of the Agreements signed with the empaneled TPSAs and will be effective from the date of issuing of Record notes of 1st Third party Sampling Executive committee meeting i.e. 07th June 2024.


 GM (FM)-NTPC
 (Co-Chairperson)
 संजय कुमार झा / SANJAY KUMAR JHA
 महाप्रबंधक (ईंधन प्रबंधन)
 General Manager (Fuel Management)
 एन टी पी सी लिमिटेड / NTPC LIMITED


 Tarak Sankar Roy
 Chief Manager (M&S-QC/Admn./Opm.)
 Coal India Limited
 New Town, Rajarhat
 Kolkata-700156

GM (QC)-CIL
(Co-Chairperson)

**Amendment issued on the basis of Record notes of discussions of
the First Executive Committee Meeting held through VC on 28th May
2024 under 2nd round of empanelment of TPSAs by PFC.**

Record notes for 1st Executive committee meeting was circulated to all the stakeholders on 07th June 2024. Subsequently a letter to PFC was written on 26th June 2024, requesting to issue an amendment to the Model tripartite agreement as per proposed changes by the 1st Executive Committee on Third Party Sampling. In reply PFC via email dated 09th July 2024 suggested to carry out the proposed amendments and referred following clauses of RFP:

Email Quote

"In this regard, it is to mention that, as per the functions mentioned in the clause 5.11 (b) of the Tripartite Agreement of RFP dated 14.07.23 and amendments thereof, the Executive Committee is responsible for day-to-day activities and shall also look after technical and operational issues.

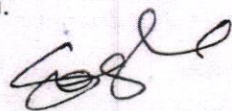
Further, reference is invited to clause no. 2.1 – "Scope of the Agreement" of the TPA of the aforementioned RFP, wherein the clause has provision for carrying out amendment(s) of any specific terms or conditions, procedure or methodology based on mutual discussion and as agreed between the Coal Consumer, TPSA and Coal Producer."

Un-Quote

Subsequently, the amendments have been issued on 10th Sept'2024 after getting approval from co-chairperson CIL. This delayed the signing of the amendment and therefore to implement the proposed amendments of Executive Committee in the Model Tripartite agreement from the date of circulation of record notes of deliberation (RoD) of 1st TPS Executive Committee meeting, it is proposed to carry out certain changes in the point number 2 of the record notes. Accordingly, point no: 02 of the RoD may be read as follows:

"Clarification on working days in a week for result declaration: - Clause 5.3 of the Tripartite agreement mandates communication of the Third-Party Sampling results by TPSAs within 15 working days of sample collection. After deliberations, it was decided to consider 20 calendar days in place of 15 working days for TPS result communication. Accordingly, the Tripartite Agreement will be amended. It was also decided that the above modification will be effective from the date of issuing of Record notes of 1st Third party Sampling Executive committee meeting i.e. 07th June 2024."

Other points of the record notes remain the same. The amendments are attached for your reference and further necessary action.



संजय कुमार झा/SANJAY KUMAR JHA
महाप्रबंधक (ईंधन प्रबंधन)
General Manager (Fuel Management)
- टी पी सी लिमिटेड /NTPC LIMITED

Record notes of discussions of the First Executive Committee Meeting held through VC on 28th May 2024 under 2nd round of empanelment of TPSAs by PFC.

At the outset, Shri Ajay Singhal-CGM(NTPC) and Shri S Sahu-GM(CIL) and also the Co-chairpersons of the Executive Committee, extended a warm welcome to all the members and invitees. The meeting was held on the agenda points given by the stakeholders in virtual mode through MS Teams.

The list of the members attended the meeting virtually is appended in **Annexure-I**

Following points were discussed:

- 1. Convenor of Newly formed Apex committee:** -Opinions were sought on deciding convenor of the newly formed Apex Committee from all the stakeholders present in the meeting. It was proposed that CEA shall convene the newly formed Apex committee meeting and was unanimously seconded by all the stakeholders and agreed that the convenor should be independent/ Neutral body from the committee members.
- 2. Clarification on working days in a week for result declaration:** - Clause 5.3 of the Tripartite agreement mandates communication of the Third-Party Sampling results by TPSAs within 15 working days of sample collection. After deliberations, it was decided to consider 20 calendar days in place of 15 working days for TPS result communication. Accordingly, the Tripartite Agreement will be amended. It was also decided that the above modification will be effective from the date of signing of the amendment.
- 3. Issues with Enabling conditions at Loading end:** - As per Tripartite agreement clause 5.1(b) and 5.1(f), Coal Producer shall provide space, electricity, and water facilities to the TPSAs at loading end. TPSAs raised the issue that at some of the locations, Coal producers are charging for electricity usage. It was clarified by CIL subsidiaries that Electricity charges must be borne by TPSAs as per usage, however on further deliberation by TPSAs, CIL agreed to discuss the issue with the management and revert with the outcome.
- 4. Issue with Referee advance payment timeline:** - As per Tripartite agreement clause 5.9.d(i), the disputing/challenging parties are required



to make advance payment within 10 days of information of estimated advance payment as shared by TPSA failing which the request for referee sampling will not be considered. However, due to procedural delays, this timeline is getting missed intermittently at both coal producer and coal consumer end. Accordingly, after deliberations, it was decided to increase timeline from 10 days to 15 calendar days.

At the same time TPSAs are required to provide the digitally signed Invoice from official email id for processing of payment at the other end within the given timeline with provision of hard copy subsequently.

TPSAs requested to increase the referee timeline to 55 calendar days considering the above proposed amendments, however no conclusion was reached. It was decided to form a committee to review the existing referee SOP and put up the same for consideration of the Apex Committee.

5. **Inclusion of more referee labs (CIMFR Labs):** - It was proposed by NTPC and TPSAs to include CIMFR labs as referee labs to reduce the delay in referee results, however CIL opined that many referee results are pending at CIMFR end for result declaration. CIMFR is required to clear all the pending results (Third party as well as referee results) before being considered for referee labs.
6. **Referee lab charges for testing:** -It was informed to all the stakeholders that referee lab charges as decided by 7th Apex committee (during CIMFR period), are still applicable. MoM of the said Apex Committee meeting will be communicated to all the TPSAs and existing referee labs.
7. **Challenging criteria for referee by producer and consumer:** -All TPSAs have raised the issue that criteria for referee challenge is not defined, and even same grade samples are being challenged. In response NTPC and CIL informed their criteria for referee challenge as below:

CIL criteria for referee challenge:

- When third party declared grade is lower than the grade found in coal companies' lab test .
- When GCV of the lab or third-party test result is within error of measurement of bomb calorimeter i.e. 70 Kcal/Kg GCV of the transition point to the next higher grade (border line cases).



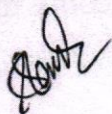
NTPC criteria for referee challenge:

- Change in grade of coal with difference in GCV value of more than 71.7 Kcal/kg (Inter lab tolerance value) as per tripartite agreement clause 5.7(a)

8. **Political issues at Loading End in starting the sampling activity:** - Stakeholders raised the issue of sampling not getting started at many locations of ECL and BCCL even after signing of Tripartite agreements with TPSAs. In response, the concerned TPSAs apprised regarding the ongoing political issues in the affected areas. TPSAs further informed that issues have been resolved now and sampling will start by 1st week of June'24 in both BCCL and ECL area.
9. **Readiness for Augur Installation at Loading End:** - TPSAs informed that discussion with the manufacturers is in progress for early availability of augurs. TPSAs further requested Coal producers to allow sharing of asset (Augur machines) at loading end among different TPSAs engaged at those subsidiaries due to limited sampling quantities. TPSAs also informed the house that they are ready to sign agreements among themselves and give no indemnity to the coal producers for any mishappening at siding. CIL communicated that they discuss the issue with the management for consideration and revert to TPSAs.

CIL raised the issue of safety w.r.t to Railways OHE lines. TPSAs were asked to give letter for feasibility of Augur to both coal producer and coal consumer at the earliest and if needed, matter may be taken up with Railways for safety concern raised by CIL to assess the feasibility.

10. **Issues raised by Mahanadi Coalfields Limited (MCL):** - MCL raised various issues related to TPSAs engaged at MCL loading end. In response, the concerned TPSAs (M/s K C Sharma and M/s QSS) committed to provide the timelines for resolving all the issues via email within 1-2 days.
11. **Issues raised by Eastern Coalfields Limited (ECL):** - ECL raised the issue of referee samples transportation and requested to adopt the decision of 9th Implementation committee (previous committee during CIMFR period) to transport samples less than 150 numbers by standard courier services or speed post wherever commercially viable. Chairperson



suggested for adoption of the same as an additional provision for referee transportation subject to commercial viability.

ECL also raised the issue of acceptance of referee challenge cases where both producer and consumer have challenged the same sample. It was deliberated that more clarity will be given in the revised referee SOP after its review, till then acceptance of 1st challenging party to be considered. All other issues of the ECL were covered in previous discussion points.

12. **Issue raised by NTPC:** - NTPC raised the issue of sampling of coal supplied under flexi utilization and signing of supplementary agreement for the same . All subsidiaries of CIL agreed to sign the same at the earliest as per direction from CIL.
13. **Issues raised by MPPGCL:** - MPPGCL raised various issues related to TPSAs engaged by them. The concerned TPSA assured the Genco that their visit is schedule in 1st week of June'24 and all the issues will be resolved during the visit.
14. **Issues raised by Coal Consumer Association of India (CCAI):** - CCAI suggested that intimation of referee challenge by coal producers should be given to consumers. It was decided to review the process by the committee reviewing the referee SOP.
15. **Issues raised by Association of Power Producers (APP) and DVC** were covered in earlier discussion points.
16. **Issues raised by QACA:** - MM/s QACA and other TPSAs requested for one-time waiver of penalties considering all TPSAs were new, and several hurdles were there. After deliberation, TPSAs were suggested to give a written request to both the co-chairpersons regarding one-time waiver and quantity slippage for consideration. Regarding the issue of unavailability of Technical Inspector (TI), it was informed to all the TPSAs that sampling need not to be delayed/ stopped in any condition.
17. **Issues raised by IGI:** - M/s IGI raised the issue of quantity reconciliation at loading end. After deliberations, it was decided that NTPC/CIL will review the issue internally and communicate the outcome to TPSAs.

18. **Issues raised by Mitra S K:** - M/s M/s Mitra S K requested for defining SOP for Augur sampling. It was deliberated that the matter will be taken up and requested Mitra S K to provide suggestive SOP for Augur.
19. **Issues raised by QSS:** - On behalf of all the loading end TPSAs, QSS raised the infrastructural constraints at SCCL and requested to use the existing infrastructure of SCCL at cost and allow sharing of infrastructure (enabling conditions/Augur) among TPSAs. The concerned TPSAs were suggested to take up this issue with SCCL separately.
20. **Point raised by CIL:-** It was informed by CIL that in the Model Tripartite Agreement, in given table under the clause No. 5.7 (d) pertaining to submission of Third Party Results & 5.9 (f) pertaining to Referee Results, the time line for penalty is mentioned as (i) 1-2 days (ii) 3-5 days (iii) 6-10 days (iv) 10-15 days (v) > 15 days, which seems to be typographical error. The same may be corrected as (i) 1-2 days (ii) 3-5 days (iii) 6-10 days (iv) 11-15 days (v) > 15 days for both clauses.

The meeting ended with thanks to the chair.

बालाजी नरारे
7.6.24

बालाजी भागवतराव नरारे/Balaji Bhagwatrao Narare
मुख्य महाप्रबन्धक (एफएम एवं एफटी)
Chief General Manager (FM & FT)
एनटीपीसी लिमिटेड/NTPC LIMITED
EOC, A-8A, Sector-24, NOIDA-201301

Annexure-I

List of Attendee 28.05.2024

Executive Committee Co-chairpersons	Sh. Ajay Singhal	CGM NTPC
	Sh. S Sahu	GM CIL HQ

Attendee from NTPC		Attendee from CIL/SCCL		Attendee from TPSAs	
Name	Company	Name	Company	Name	Company
Sh. Sachin Agarwal	AGM,NTPC	Sh. Santosh Shah	CIL HQ	Sh. Durgesh SHARMA	Cotecna
Sh. DEEPAK PARVAT	Manager,NTPC	Sh. Prashant Kumar	GM (QC), ECL	Sh. Abhishek Nandi	IGI
Sh. Radesh Kumar	AGM,NTPC	Sh. Ravikesh Kr. Raju	GM(QC), MCL	Sh. Nakul Gupta	QSS
Sh. R P Singh	AGM,NTPC	Sh. U B Singh	GM (QC), NCL	Sh. D Srikant	QACA
Sh. BIKASH CHAKRABORTY	AGM,NTPC	Sh. Pankaj Kumar	GM(QC) SECL	Sh. Aman Sharma	K C Sharma
Sh. Vinod Rattan	AGM,NTPC	Sh. A.K. Prasad	GM(QC)_BCCL	Sh. Karthik Shah	Mitra S K
Sh. ज्योतिमय चक्रवर्ती	AGM,NTPC	Sh. S K Singh	CCL QM	Sh. Dr. Ramanand N. Shukla	QCI
Sh. SATYA RANJAN PAL	Manager,NTPC	Sh. Ajeet Choudhary	G M (QC), WCL	Sh. BHAKTA NAYAK (MSK)	Mitra S K
		Sh. Narayana Rao	GM QM (SCCL)	Sh. Taritkumar BHATTACHARYA	IGI
		Shiv Shankar	MCL		
		Sh. Vidyandand	NCL		
		Sh. Dipak Bhoi			
Attendee from State Gencos/APP/CCAI					
Sh. H. K. SANKULE	C E (FM), MPPGCL				
Rajesh Tiwari	MPPGCL				
Sh. TARUN KUMAR	ED(Fuel),DVC				
Sh. Ravindra Kumar	GM(Fuel),DVC				
Sh. Mrityunjay Prasad	DGM(Fuel),DVC				
Sh. Himat Shah	APP				
Sh. Kapil Thapar	CCAI				
Sh. SN Lahiri CESC	APP				
Sh. Nitin Pathak	APP				
CE(COAL&COMM)/TGGENCO/VS/HYD	TGGENCO				
Sh. K. N. Chaudhari	GSECL				
Sh. Deepak Verma	Fuel , HPGCL				
Sh. Bhishm Kumar	Fuel , HPGCL				
Sh. Manjeet Singh	CE (FM), CSPGCL				
Sh. Rajesh Chivane	Mahagenco				
Sh. NILADRI GHOSH	WBPDCL				
Sh. Rabi Sahai	GM(Fuel), WBPDCL				
Sh. Ravi Shahi	CCAI				
Sh. Aches Maraviya / SBI-FM /	AMGEN				
Sh. Basant Chaurasiya					
Sh. Narendra Kumar - HEL					
Sh. Raj Kumar Gupta					
Er. Sonal					
Sh. Badat majhi					
Sh. Jitendra Upadhyay					
Sh. Jatin Garg					
ASM SGP					
XEN Fuel					
FUELRGTPP					
gsecl guest					
RVUN (Guest)					
gm-mkt (Unverified)					
SE Fuel HPGCL					

<p>कोल इंडिया लिमिटेड</p> <p>विपणन एवं विक्रय विभाग कोल भवन, परिसर सं. - 04 MAR, प्लॉट सं. - AF-III, एक्शन एरिया - 1A, न्यूटाउन, राजरहाट, कोलकाता-700156 फोन:033-23244214, फैक्स:033-23244229 कॉर्पोरेट पहचान संख्या : L23109WB1973GO1028844 ईमेल : gmqc.cil@coalindia.in वेब : www.coalindia.in</p>		<p>COAL INDIA LIMITED</p> <p>MARKETING AND SALES DEPARTMENT COAL BHAWAN, PREMISE NO- 04 MAR PLOT- NO -AF-III, ACTION AREA-1A, NEWTOWN, KOLKATA -700 156 Ph:033-23244214, Fax: 033-23244229 CIN: L23109WB1973GO1028844 E-MAIL: gmqc.cil@coalindia.in WEBSITE : www.coalindia.in</p>
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CIL/C-4B/TPS/2024 / 114

Date: 26.09.2024

To,
General Manager (FM),
NTPC Limited

Sub: 1st Amendment to Model Tripartite Agreement under 2nd Round of empanelment by PFCL

Dear Sir,

This is to inform that at clause No. 5.9(f) under penalty slabs of the 1st Amendments to Model Tripartite Agreement under 2nd Round of empanelment by PFCL, there seems to be inadvertent typographical error.

In view of the above, the signed copy of the corrigendum with regard to the aforesaid clause is being sent herewith for your further needful.

Encl.: As Above

Yours Sincerely

Tanuj S. Singh
26/09/24

Chief Manager (M&S/QC)

Copy for kind information to:
ED (M&L), CIL

Corrigendum to 1st Amendments to Model Tripartite agreements under 2nd Round of Empanelment by PFCL

Sr. No:	Reference clause	circulated vide email dated 20.09.2024	Should be read as																																				
4	5.9(f)	<p>TPSA shall ensure that the designated referee labs communicate the results of referee samples to TPSA, 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 interchangeably within an overall ceiling of forty five (45) days. TPSA shall forward the copy of original results as received from referee labs along with print out of bomb calorimeter results as received from referee labs to the Coal Producer and Coal Consumer. Further, TPSA is empowered to carry out necessary proceedings/ processes for sending sample to designated NABL referee labs and send the sample to designated referee labs, in a situation where either/ both parties are not available/ present for the proceedings, despite notices from TPSA to either/ both parties. Non-adherence of the timeline by TPSA shall attract penalty as per the following table:</p> <table border="1"> <thead> <tr> <th>Sl.</th> <th>Delay (In days)</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1-2</td> <td>5% of the total amount for that despatch</td> </tr> <tr> <td>2</td> <td>3-5</td> <td>10% of the total amount for that despatch</td> </tr> <tr> <td>3</td> <td>6-10</td> <td>20% of the total amount for that despatch</td> </tr> <tr> <td>4</td> <td>11-15</td> <td>50% of the total amount for that despatch</td> </tr> <tr> <td>5</td> <td>>15 days</td> <td>100% of the total amount for that despatch</td> </tr> </tbody> </table>	Sl.	Delay (In days)	Penalty	1	1-2	5% of the total amount for that despatch	2	3-5	10% of the total amount for that despatch	3	6-10	20% of the total amount for that despatch	4	11-15	50% of the total amount for that despatch	5	>15 days	100% of the total amount for that despatch	<p>TPSA shall ensure that the designated referee labs communicate the results of referee samples to TPSA, 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 interchangeably within an overall ceiling of forty five (45) days. TPSA shall forward the copy of original results as received from referee labs along with print out of bomb calorimeter results as received from referee labs to the Coal Producer and Coal Consumer. Further, TPSA is empowered to carry out necessary proceedings/ processes for sending sample to designated NABL referee labs and send the sample to designated referee labs, in a situation where either/ both parties are not available/ present for the proceedings, despite notices from TPSA to either/ both parties. Non-adherence of the timeline by TPSA shall attract penalty as per the following table:</p> <table border="1"> <thead> <tr> <th>Sl.</th> <th>Delay (In days)</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1-2</td> <td>02% of the total amount for that despatch</td> </tr> <tr> <td>2</td> <td>3-5</td> <td>05% of the total amount for that despatch</td> </tr> <tr> <td>3</td> <td>6-10</td> <td>10% of the total amount for that despatch</td> </tr> <tr> <td>4</td> <td>11-15</td> <td>20% of the total amount for that despatch</td> </tr> <tr> <td>5</td> <td>>15 days</td> <td>50% of the total amount for that despatch</td> </tr> </tbody> </table>	Sl.	Delay (In days)	Penalty	1	1-2	02% of the total amount for that despatch	2	3-5	05% of the total amount for that despatch	3	6-10	10% of the total amount for that despatch	4	11-15	20% of the total amount for that despatch	5	>15 days	50% of the total amount for that despatch
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The Other terms and conditions of the 1st Amendments to Model Tripartite agreements under 2nd Round of Empanelment by PFCL will remain unchanged.

GM (FM)-NTPC
(Co-Chairperson) **SANJAY KUMAR JHA**
संजय कुमार झा / महाप्रबंधक (ईंधन प्रबंधन)
General Manager (Fuel Management)
एन टी पी सी लिमिटेड / NTPC LIMITED

Tarak S. Roy
GM (QC)-CIL 26/09/24
(Co-Chairperson)
Tarak Sankar Roy
Chief Manager (M&S-QC/Admn./Opm.)
Coal India Limited
New Town, Rajarhat
Kolkata-700156