



MCL

महा प्रबन्धक (गुणवत्ता नियंत्रण) का कार्यालय

Office of the General Manager(QC)

पो: जागृती विहार, सम्बलपुर- 768020, ओडीशा

PO: Jagriti Vihar, Sambalpur - 768020, Odisha

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

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

No. MCL/ HQ/ SBP/ GM(QC)/ F-TPSA/ 22-23/ २४

Dt.05.05.2022

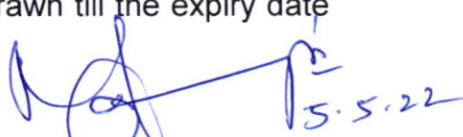
NOTICE

Presently the following Third Party Agencies are empanelled for sampling and analysis of coal at loading end. The commencement date and present validity of empanelment is also mentioned against each.

Name of Third Party	Empanelment date	Present validity of empanelment
M/s CSIR-CIMFR	28.06.2016	27.06.2026
M/s QCI	26.05.2017	25.05.2022
M/s Cotecna Inspection India Pvt Ltd and M/s SGS India Pvt Ltd	15.03.2021	14.03.2024
M/s Mitra S.K. Pvt Ltd	28.12.2021	27.12.2023

All concerned are hereby informed that notwithstanding anything contained in the Tripartite Agreement signed between MCL, Consumer(s) and TPSA(s), validity period for drawing the samples by TPSAs under the Tripartite Agreement shall be maximum up to the present validity periods mentioned above against each or till the validity period of respective FSAs/ e-Auction contracts, as the case may be, whichever is earlier.


It is clarified that the Third Party sampling agency shall be required to complete all the jobs as per terms & conditions of engagement in respect of all the samples drawn till the expiry date of Tripartite Agreement.


General Manager (QC)
Mahanadi Coalfields Ltd

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

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

<p>कोल इंडिया लिमिटेड विपणन निदेशालय कोल भवन, प्रांगण सं 04- एमएआर, प्लॉट सं - एएफ-III, एक्शन एरिया- 1ए न्यू टाउन, राजरहाट, कोलकाता -700156 फोन: 033-23244214 सीआईएन: L23109WB1973GO1028844 ईमेल : gmqc.cil@coalindia.in वेबसाइट :www.coalindia.in</p>	 <p>AN ISO 9001:2015 & ISO 50001:2011 Certified Company</p>	<p>COAL INDIA LIMITED MARKETING DIRECTORATE COAL BHAWAN, PREMISE NO- 04 MAR PLOT NO-AF-III, ACTION AREA-1A, NEWTOWN, RAJARHAT, KOLKATA -700 156 Ph:033-23244214,Fax: 033-23244229 CIN: L23109WB1973GO1028844 E-MAIL : gmqc.cil@coalindia.in WEBSITE : www.coalindia.in</p>
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No. CIL/C-4B/TPA/2022/ 44

Date: 02.05.2022

To
All GMs (QC/QM),
ECL/BCCL/CCL/NCL/WCL/SECL/MCL/NEC

Subject - Validity period of the Tripartite Agreements with Third Party Sampling Agencies (TPSAs)

Dear Sir,

The empanelment/extension of empanelment of different Third-party Sampling Agency(s) is done centrally by CIL/Empaneling authority, whereas Tripartite Agreements are signed by different Subsidiaries of CIL with consumers & different Third-party Sampling Agency (TPSAs) on different dates.

Further, in e -auction cases, Tripartite Agreements are contract specific and for each contract, separate Tripartite Agreements are required to be signed by the Subsidiary companies with consumers and Third-Party Sampling Agency (TPA). Basically, the validity of each TPA should be maximum up to the validity of individual FSA / Contract for coal supply or empanelment period, whichever is earlier.

In view of the above, following actions are to be taken:

1. Coal Companies are hereby advised to put the following notice on their website:

NOTICE

Presently the following Third-Party Agencies are empaneled for sampling and analysis of coal at loading end. Commencement date and present validity of empanelment is also mentioned against each:

Name of third Party	Empanelment Date	Present Validity of empanelment
M/s CSIR-CIMFR	28.06.2016	27.06.2026
M/s QCI	26.05.2017	25.05.2022
M/s Cotecna Inspection India Pvt. Limited and M/s SGS India Pvt. Limited	15.03.2021	14.03.2024
M/s Mitra S K Pvt. Limited	28.12.2021	27.12.2023

All concerned are hereby informed that notwithstanding anything contained in the tripartite agreements signed between _____ *, Consumer(s) and TPSA(s), validity period for drawing the samples by TPSAs under the tripartite agreements shall be maximum up to the present validity period(s) mentioned above against each or till the validity period of respective FSA/ e-auction contract, as the case may be, whichever is earlier.

It is clarified that, the third-party sampling agency shall be required to complete all the jobs as per terms & conditions of engagement in respect of all the samples drawn till the expiry date of Tripartite Agreement.

*- Name of Coal Company

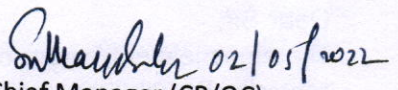
2. The above notice should be sent by the Subsidiaries to the respective consumer(s) and TPSA(s) also with whom tripartite agreements have already been signed.
3. Further, in each tripartite agreement to be signed in future, the following non-obstante clause should be added in the end before the signatures as below in Capital letters.

IT IS CLARIFIED THAT NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE, THE VALIDITY PERIOD FOR DRAWING THE SAMPLES UNDER THIS TRIPARTITE AGREEMENT SHALL BE MAXIMUM UPTO * UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES IN WRITING. IT IS FURTHER CLARIFIED THAT THE THIRD PARTY SAMPLING AGENCY SHALL BE REQUIRED TO COMPLETE ALL THE JOBS AS PER TERMS & CONDITIONS OF ENGAGEMENT IN RESPECT OF ALL THE SAMPLES DRAWN TILL THE EXPIRY DATE OF TRIPARTITE AGREEMENT.

*(Mention the validity date of FSA / MoU/ E-auction contract for coal supply, as the case may be, or the empanelment validity whichever is earlier)

This issues with the approval of the Competent Authority.

Yours faithfully,


Chief Manager (CP/QC)

Copy for kind information:

1. Director (Marketing), CIL
2. The Directors In charge (M & S / QC), ECL/BCCL/CCL/NCL/WCL/SECL/MCL/NEC

- Copy to:
1. GM (M & S – QC/Sales Policy), CIL
 2. TS to Director (Marketing)/GM (M & S), CIL