NOTICE

All successful bidders taking coal from BCCL under Special Forward Auction for Power & Linkage Auction for Non-Power Sector are requested to contact office of the General Manager(QC) , Bharat Coking Coal Limited & Dr. Nikkam Suresh, Deptt. Of Fuel & Mineral Engineering, IIT-ISM, Dhanbad for Signing of 'Tripartite Agreement' as per the 'Format of Model Tripartite Agreement' which is attached for ready reference.

13/5/15

GM(QC)

[To be signed on a Non-Judicial Bond]

Tripartite Agreement

This AGREEMENT on Third Party Sampling (TPS) is meant for Coal Quality monitoring at the loading end at different loading/Dispatch points of subsidiaries of CIL for dispatches to consumers taking Coal under Special Forward Auction for Power AND Linkage Auction for Non- Power Sector.

This AGREEMENT is made and entered into on this ___ day of ___ 2017 (_____ day of ____ Two Thousand Seventeen) between _____, a subsidiary of Coal India Limited (CIL)- a company registered under Companies Act 1956, having its registered office at _____ (hereinafter called the "Coal Company" which expression shall wherever the context so admits include its Successors and permitted assigns of the first part)

AND

----------, a company registered under Companies Act, 2013 (In case the consumer is not a registered company viz. Partnership, Proprietorship etc. suitable amendment may be made here) in India and having its registered office at _____ having its _____(type of plant)_____ located at _____ (hereinafter called the "Consumer" which expression shall whatever the context so admits include its successors and permitted assigns of the second part).

AND

_____, an eminent Institution of national repute registered under _____, having its registered office at _____
(Hereinafter called as "Third Party" Which expression shall wherever the context so admit includes its Successors and permitted assigns) of the Third part.

PREAMBLE

Whereas Subsidiary coal companies of CIL produce coal from their different mines in different parts of India and market the same and other products of coal to different consumers under different schemes.

And whereas the schemes of Special Forward Auction for Power AND Linkage Auction for Non- Power Sector, inter- alia contain provisions for validation of coal quality through Third Party sampling.

And whereas the 'Consumer' consequent to participation in one of the aforesaid schemes, has been declared as successful bidder making him eligible for availing Third Party validation of coal quality AND has expressed his desire for such purpose before both the First Party and the Third Party.

And whereas it was decided by CIL that a panel of Third Party sampling Agencies should be made available to the consumers for offloading a part of workload of CIMFR, through Govt agencies undertaking the job of collection/ testing of Samples. Further, during the review meeting taken by Secretary (Coal) on 2nd December 2016, it was decided that "Regarding Third Party sampling being conducted by CIMFR, to cover the entire coal supply under sampling protocol, it was decided that other GOI organizations having NABL accredited Laboratories like ISM-IIT along with QCI may be engaged".

And whereas expression of willingness to take up the said job has been received from Third Party.

And whereas after understanding the job description in detail, Third Party has assured the first party about its ability, willingness, expertise and infrastructure to undertake the job of coal quality testing and has agreed to undertake on being appointed, the sampling and analysis of coal as per the scope of work in this AGREEMENT (hereinafter called the "ACTIVITY").

And whereas, on negotiation between aforesaid parties, it has been agreed to enter into this AGREEMENT on the following terms and conditions.

And whereas, this AGREEMENT will become an integral part of agreement(s) to be signed between subsidiaries of CIL and various consumers taking coal through various schemes/ FSAs, wherever applicable.

SCOPE OF AGREEMENT

This AGREEMENT details the terms and conditions, financial arrangement, responsibilities and obligation of coal companies (first party), the consumer (second party) and Third Party.

Third Party will undertake ACTIVITY at loading points of different coal companies for the dispatches to different consumers in terms of this AGREEMENT and Third Party, Coal companies and the consumers shall respectively and faithfully abide by and subject themselves to the terms and conditions and stipulations of this AGREEMENT.

FINANCIAL ARRANGEMENTS

In consideration of the work/ ACTIVITY to be carried out by Third Party at the loading points, coal companies AND the consumer shall pay Third Party in the following manner-

Based on the expression of interest by the consumer in writing, tentative quantity to be handled for ACTIVITY will be worked out.

Rate for the ACTIVITY at loading point will be Rs. 7.10 (Rupees Seven and paise ten only) per metric tonne. Service tax as applicable shall be payable extra.

The cost of the ACTIVITY will be shared equally by coal company and consumer i.e. 50:50 basis as per the aforesaid rate. Three month's value in advance is to be paid to Third Party by Coal Company and consumer on equal sharing basis before commencement of work. This advance will be adjusted in the last quarter of financial year.

Within 30 days after receipt of bills and necessary documentation for processing of bills, Coal Company and the consumer shall release fund against each monthly bill raised for the quantity for which analysis results have been submitted by Third Party. Any delay in payment to Third Party will attract interest at the rate of prevalent Repo Rate of RBI plus three percent for delayed period by the defaulting party.

SCHEDULE PERIOD

The AGREEMENT Will be valid for 5(five) years and may be extended for another 5 (five) years on mutual consent, subject however to the tenure limited up to such time till the consumer is entitled to take coal under auction scheme.

GENERAL TERMS AND CONDITIONS

Third Party will monitor and oversee the ACTIVITY and ensure smooth functioning of operational and technical issues pertaining to ACTIVITY. For all such issues consensus could not be out amongst parties, the matter will be referred to Director (Marketing), CIL whose decision will be final and binding for all the three parties.

Third Party shall avoid any conflict of interest while discharging contractual obligations and bring beforehand, any possible instance of conflict of interest to

the knowledge of coal companies, while rendering service in respect of subject assignment.

SCOPE OF WORK

Third Party will be wholly responsible for collection, preparation and analysis (Moisture, Ash, GCV on equilibrated basis and Total moisture) in context of coal supplies under Special Forward Auction for Power and Linkage Auction for Non-Power consumers. Detailed documentation of coal supplied to consumers by Rail/ Road/ MGR etc. is to be furnished by Coal Companies which will be the basis of raising the bills on monthly basis by Third Party.

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

Collection and preparation of sample for laboratory testing as per relevant IS 436-part-I, Sec-I, 1964 specification or its latest version / FSA at the time of loading.

Photography/videography may be done at the loading end by any party in the interest of transparency & fairness of sampling procedure for which necessary support will be provided.

Sample collection & preparation will be witnessed by representative of Coal Company and consumer. However, their absence or participation for whatsoever reason, shall not be considered as a ground for disputing the result.

If any party wants to raise the dispute during sampling & sub-sampling, they may do it in writing before other parties to this contract for finding an amicable solution to the dispute.

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

Parting of Sample Wherever satisfactory mechanical sizing facilities are available/working, sample of 212 Micron size shall be prepared. Wherever such facilities are not available, Coal Company shall provide the same within 3 months. Till such time, sample of 3.35 mm shall be prepared. After preparation, final sample shall be divided into four equal parts (Third Party, Coal Company, consumer & Referee samples). For tests/analysis (moisture, ash, GCV on equilibrated moisture basis), prepared samples will be transported to the labs of Third Party in tamper proof manner.

Analysis through Automatic Bomb Calorimeter with print out facility will be done without manual intervention and necessary records will be kept by Third Party. Third party shall communicate the analysis result of the sample within 10 working days (considering 5 working days a week) from the date of collection of sample to the Coal Company and consumer through email/fax/ other electronic mode followed by hard copy. Additionally, Third Party shall also provide results of analysis to respective coal companies (HQ/ Area) in Excel format for online updation of records.

Referee Sample shall be retained in double sealed condition duly signed by representative of Coal Company and the consumer along with the signature of Third Party representative and kept in safe custody at the loading point by Third Party for 30 days from the date of sample collection. For safe custody of referee sample, locker of reputed make shall be provided by seller at loading end.

Raising of Dispute: Within 7 days of the submission of the result by Third Party, either party (coal company or consumer) may raise dispute which invariably

will be informed to the opposite party and Third Party through e-mail. In such case, referee sample shall be sent to any one of the seven laboratories i.e. Central Power Research Institute, Bangalore, Indian Institute of Technology-BHU, Varanasi, CSIR-IMMT, Bhubaneswar and National Test House, Kolkata, IIT-Kharagpur, NML, Jamshedpur & Deptt of Geology, BHU or any other Govt. laboratory as may be mutually decided on rotational basis. However, the choice of referee laboratory out of those empaneled, shall rest with the Party disputing the result. The payment towards referee analysis will be borne by challenging party. Findings of the referee lab shall be binding on all the parties for commercial purposes. Other party may witness transportation and analysis of referee sample.

Others: If any consignment goes unsampled due to hurdles/problems created by any party brought out in writing by Third Party, concerned Party will take corrective action to avoid re-occurrence. In such cases, entire cost for sampling of such consignment will be borne by the offending party and the quality shall be adjudicated as per FSA provisions.

ENABLING CONDITIONS

Coal Company shall provide enabling conditions including collection, sample preparation facilities/machineries and storage of sample at loading end. In addition, coal companies shall provide infrastructural facilities for sample collection i.e. smooth functioning of AMS, ramp/ladders, lighting arrangements, sample storage room etc. All the consumables, tools and tackles etc. (standard quality) required for performing the jobs shall be arranged by Third Party. Additionally, Coal Company shall also provide Lodging, Boarding and local transportation to designated personnel.

FORCE MAJEURE

Neither Coal Company, consumer or Third Party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to

Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events.

The affected party thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months the parties shall then mutually decide about the future course of action.

EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

This Agreement shall be valid w.e.f. ___, 2017 or the date of signing of the Agreement as the case may be & shall remain in force for a period of 5 (five) years with provision to extend another 05 (five) years by mutual consent.

During the tenure of the Agreement parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a two months' notice in writing to the other party. Failure of either of the parties to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate.

CONFIDENTIALITY

During the tenure of Agreement and thereafter, all parties undertake on their behalf and on behalf of their subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and prevent disclosure of any/ all information & data exchanged / generated pertaining to work under this Agreement for any purposes other than in accordance with this Agreement. Coal companies and Third Party duly undertake to sign Pre-Contract Integrity Pact as per proforma provided by the First Party.

NOTICES

All notices and communications required to be served on Coal Company and consumer shall be considered to be duly served if the same has been posted through any recorded mode of delivery to Coal Company and consumer at its

last known address of business. Similarly, any notice to be given to Third Party shall be considered as duly served if the same has been posted through any recorded mode of delivery at its Dhanbad address.

AMENDMENTS TO THE AGREEMENT

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

ASSIGNMENT OF THE AGREEMENT

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

DISPUTE RESOLUTION

In the event, parties herein fails to resolve the dispute/ difference arising under the Agreement or in connection therewith (except as to matters the decision of which is specially provided under this Agreement) the same shall be guided under the Indian Arbitration & Conciliation Act, 1996. The venue shall be ___ as agreed by the parties. The place of jurisdiction of court shall be ___.

SEAL OF PARTIES

In witness whereof the parties hereto have signed this Agreement on the ___ day of ____ of year 2017 mentioned hereinbefore.

_____ _____

_____

Signature 1st Party Signature 2nd Party

Signature 3rd Party

Name, Signature & addresses of Witnesses

1._____

Witnesses 2._____