TENDER ENQUIRY

&

TENDER SPECIFICATIONS

FOR

SELECTION OF AN

INDEPENDENT THIRD PARTY AGENCY

FOR SAMPLING AND ANALYSIS

AT

LOADING POINTS OF BCCL, CCL

&

UNLOADING POINTS

OF

NFL PLANTS
Sealed Tenders are invited under two bid system from reputed and experienced parties for the work of “Sampling and Analysis” at multiple loading and unloading points on rake to rake basis in respect of rail borne coal supplies from the following subsidiaries of CIL to NFL plants. The projected quantity for four months (in lakh MTs) to be handled by the party at either point(s) is as under:

A) **Loading Points** :-
   i) BCCL : 3.48
   ii) CCL : 1.98
   Total : 5.46

B) **Unloading Points of NFL** :-
   i) Panipat : 2.0 (BCCL : 1.26, CCL : 0.74)
   ii) Bhatinda : 2.0 (BCCL : 1.26, CCL : 0.74)
   iii) Nangal : 1.46 (BCCL : 0.96, CCL : 0.50)
   Total :- : 5.46

Minimum Eligibility Criteria (with documentary evidence) :-
1) Average Annual Turnover during the last three financial years ending 31.03.2009 should be at least Rs 0.69 lacs, i.e., 30% of the total estimated value.
2) Experience of having successfully executed similar works for public undertaking/public utility amounting to at least Rs 4.5 lacs per year for any three financial years during last 7 years ending 31.3.09.
3) Should be capable of establishing the necessary infrastructure viz laboratories, qualified manpower, equipments etc. within 30 days of issue of Letter of Intent.
4) Affidavit that not dealing in the capacity of Liaisoning/Handling agent of either NFL or BCCL or CCL.
5) Should submit an affidavit to the effect that his work has not been prematurely terminated in the past by either NFL or BCCL or CCL for his failure for similar nature of work.
6) The Tenderer should establish adequacy of their working capital of minimum 20% of the cost estimated of the job on annualized basis and for this purpose they have to submit audited annual accounts reports of preceeding three years along with a comfort letter from the bankers.

**Estimated Cost** :- Rs. 2.30 lacs only approx.

**Period of Contract** :- The contract will be for a period of four months.

**Tender Document** :- Can be obtained on and from 14/09/09 to 07/10/09 from O/O GM(QC), BCCL, Koyla Bhawan, Dhanbad. Cost of Tender Document is Rs.2500/- (non-refundable) and earnest money of Rs. 2300/- are required to be deposited in the form of demand draft along with the tender as specified in the tender document. Cost of Tender Document is to be paid in the form of crossed demand draft of any Nationalised/Scheduled Bank in favour of Bharat Coking Coal Limited payable at Dhanbad. Those who will download the Tender Document from the web site, will submit the cost of Tender Document i.e., Rs. 2500/- only in a separate envelope along with part I bid. If the part-I bid does not contain the required amount of D.D the tender will be treated as invalid.

**Receipt of Tender** :- It should be deposited in the tender box located at the office of GM(QC), BCCL, Dhanbad upto 11.00 AM on or before 07/10/09. The tender document may also be sent through registered post and should reach the office of the GM(QC), BCCL, Dhanbad on or before 07/10/09 at 11 AM sharp. The tender will be opened on the same day at 11.30 AM in the presence of participating tenderers. In complete/conditional tenders will not be entertained. Documents submitted should be clear and legible.

For details please visit our Web site :- [http://bccl.cmpdi.co.in](http://bccl.cmpdi.co.in)
SECTION – 1

INSTRUCTION TO TENDERS

1.0 Sealed tenders are invited for the following jobs

(a) Collection of samples round the clock of coal supplies to different plants of NFL from the collieries of CCL and BCCL (subsidiary of Coal India Ltd) both at loading end and at unloading end as per Annexure-IV & IS-436 (Part –I ) 1964 wherever applicable for the period of 4(four) months.

(b) Sub- sampling, preparation of laboratory samples as per Annexure –IV and analysis thereof as per relevant IS specification at the tenderer’s laboratory for determination of percentage of ash, moisture, volatile matter in coal and calculation of UHV and fixed carbon percentage and also determination of grade on the basis of loading and unloading end’s average calculated UHV(Emperical formula).

(c) Documentation and submission of all results to NFL and the concerned supplying Coal Company within specified time as contained in the Tender Document.

2.0 PROCEDURE FOR SUBMITTING TENDER.

2.1 Tender should be submitted in two bids namely Techno Commercial Bid and Price Bid. Three demand drafts towards Earnest Money Deposit( detailed at Clause should be enclosed in a separate envelope properly sealed and marked as envelope for EMDs. This envelope along with all other informations (except quoted rates) should be put in another envelope to be sealed and super- scribed as Techno Commercial Bid. The envelope containing rates quoted by Tenderer (as per Annexure –II) is also to be sealed and super-scribed as Price Bid. All the envelopes should be placed in one bigger envelope to be properly sealed and submitted at the O/O GM(QC), BCCL, Dhanbad. EMD will be opened first there-after Techno Commercial bid will be opened. Price bid will be opened after evaluation of Techno Commercial bid.

2.2 Three separate EMDs in the form of Crossed Demand Draft of any Nationalised or Scheduled Bank in favour of (i) National Fertilizers Ltd payable at New Delhi, (ii) Bharat Coking Coal Ltd. payable at Dhanbad, (iii) Central Coalfields Ltd., payable at Ranchi should be remitted alongwith the tender.
The amount of Earnest Money to be deposited will be as follows:-

(i) NFL - Rs. 1150/-  
(ii) BCCL - Rs 733/-  
(iii) CCL - Rs 417/-

2.3 The tenderer will deposit his tender in the tender box kept at the O/of GM(QC), BCCL, Dhanbad.

2.4 The tender will be opened at 11.30 AM on _______ in presence of the intending tenderer or his authorized representative at the above address.

NOTE – In case the due date of submission of tender happens to be declared holiday, tenders will be received and opened on the immediate succeeding working day without any change in the timings & place indicated above.

2.5 The format for quoting rate is furnished in Annexure-II. The list of supplying Coal Companies and receiving NFL plants are furnished in Annexure –I.

3.0 REJECTION OF TENDER

The tender shall be rejected if :-

(a) Tender submitted with part EMD(less than the amount specified above) or in any form other than the form prescribed in Clause 2.1 or  
(b) On opening the envelope, if it is seen that the tenderer has not furnished the requisite EMD in the form prescribed in Clause 2.1 above or  
(c) Tender received after the last date and time or  
(d) Tender submitted telegraphically / by telex, fax, e-mail or  
(e) Tender not properly sealed or  
(f) Tender is not submitted in prescribed form or  
(g) Tender is not signed by the tenderer or  
(h) Tender is not in conformity with the technical specifications or  
(i) Tender is not given as a complete system but only in part or  
(j) Tender is submitted without superscription as prescribed in the specification or  
(k) Tender is incomplete and / or evasive or  
(l) Tender is submitted by the tenderers who have not purchased the tender specification/document

3.1 If the tenderer finds any ambiguity in any of the terms and conditions, stipulated in the specification, he shall get it clarified from the O/of GM(QC), BCCL, Dhanbad prior to submission of the tender.

3.2 The Earnest Money Deposit will not carry any interest.

3.3 In case the contract is concluded, the EMD will be converted as part of the security deposit payable by the successful tenderer.
3.4 The tender should be kept valid for a period of 120 (one hundred twenty) days from the date of opening of the tender.

3.5 The sampling and analysis work has to be carried out at the colliery end as well as at plants end. However the results of samples drawn at loading end and NFL end should be submitted to both the supplying Coal Companies as well as to the plants. Separate Agreement will be executed by NFL with the successful tenderer for sampling and analysis at unloading point for coal supplies from CCL and BCCL to the plants under NFL. Similarly separate Agreement will be executed by CCL/BCCL for sampling and analysis at loading points with the successful tenderer.

3.6 The test results of the samples have to be furnished to the Chief Engineer of the respective PLANTS, NFL and respective Coal Companies concerned by FAX/in person followed by post copy in confirmation or other mode within 10 days (excluding Sunday & holiday) from the date of drawal of samples from the respective end. The party shall submit the report of analysis of loading point under a sealed cover to the respective coal cos. before submitting the analysis report of unloading.

3.7 The tenderer has to quote 2(two) separate rates 1(one) for loading end and other for NFL plants i.e, unloading end. However, the tender shall be treated as a Composite Tender.

3.8 The Tenderer shall have to furnish the following:

   - List of Directors of the Bidder,
   - An affidavit by the bidders of having no business interest other than sampling either with BCCL or CCL or NFL.
   - CMPF/EPF no. etc. of the tenderer in respect of its employees.
   - Labour licence documents as per Labour Act.

3.9 The tenderer has to quote one single rate for BCCL/CCL for loading points and one single rate for unloading points. However, the tender shall be treated as a composite Tender for evaluation purpose considering the loading and unloading rates together as one.

3.10 The successful tenderer shall within 3 (three) days from the date of award submit unequivocal Letter of Acceptance of the award. The successful tenderer shall execute separate agreement with the Coal Companies and with NFL in the prescribed form within 15 (fifteen) days from the date of award on a Non-Judicial stamp paper of Rs.100/- (Rs.one hundred) only.

3.11 The tenderers shall get themselves acquainted with the site conditions, both at loading end and unloading end prior to submission of tender at their own cost. No plea at later stage by the successful tenderer about site constraints shall be entertained. No excuse of any nature at a later stage in the above count shall be tenable.
4.0 **EARNEST MONEY AND SECURITY DEPOSIT :-**

i) The successful tenderer shall have to deposit Security Deposit an amount to be treated as Security Deposit with NFL and Coal Supply Companies which will be 10% of the awarded value of the respective work in the manner described in subsequent clause 4.0(iii)&(iv). Such security deposit shall not carry any interest and refundable subject to satisfactory performance of the awarded work.

ii) The awarded value of work for the Coal Companies will be arrived at by multiplying the expected no of wagons of coal to be sampled for four months by the accepted rate per Wagon sampled at loading points. Similarly the awarded value of work for NFL will be arrived at by multiplying the expected no of wagons of coal for four months to be sampled at the plants under NFL by the accepted rate per wagon sampled at unloading end.

iii) The whole of the EMD will be converted into Security Deposit for the successful tenderer. Fifty percent (50%) of balance Security Deposit amount shall be deposited by the party with NFL and Coal supply Companies before signing the Agreement in the form of Bank Draft/Bank Pay Order from a Nationalised/Scheduled Bank payable at New Delhi for NFL, at Dhanbad for BCCL,and at Ranchi for CCL. The balance of the Security Deposit amount shall be recovered from the party from first three running bills of the party by NFL & respective Coal supply Companies.

iv) In case the whole/part of Security deposit is appropriated by BCCL/CCL/NFL for any default of the party, the party shall immediately arrange to replenish the appropriated amount for due fulfillment of the Contract.

v) The amount deposited as Security Deposit to the respective Coal Company and NFL will be refunded to the successful tenderer after successful completion of the contract on application by the successful tenderer to the concerned Coal Companies & NFL after due deduction if any.

vi) The amount of EMD/SECURITY DEPOSIT/ADDITIONAL SECURITY DEPOSIT shall not carry any interest.

5.0 **TERMS AND CONDITIONS :**

The tenderer shall make his own arrangement to know well in advance the time of sampling of the entire coal rakes. Sampling may have to be carried out at any time during day and night on all days as per wagons dispatched/received at the plants of NFL. For this purpose, the tenderer shall have to keep adequate manpower and equipment ready round the clock for sampling from the rakes at plants and also at the loading points of the Coal Companies. No excuse of any nature for inadequate man power and equipments shall be entertainable.
5.1 The party should enquire from the office of the railways regarding placement of rakes at loading points of the Coal Companies. Assistance may be obtained from the Sales Offices of the Coal Companies located at the respective Divisional Railway Manager’s Office (DRM’s office). For information regarding receipt of rakes at plants of NFL, the party should get in touch with the Officer I/C of the Plants.

5.2 In the event of any upward revision in the value of the contract arising on account of increase of the coal quantity, the party shall deposit additional Security Deposit to keep the security deposit at the level of 10% of the value of contract within 15 (fifteen) days from receipt of information in this context by the party from NFL/Coal Companies.

5.3 The Management of NFL/Coal Companies reserve the right to cancel/terminate the contract if work is not carried out in accordance with the terms and conditions of the contract. In case of default or failure in fulfillment of the contract, NFL/Coal Companies reserve the right to deduct amount in full or part from the Security Deposit. In case, any loss/damage is incurred to NFL/Coal Companies for any failure/neglect of the party during the tenure of the contract such loss shall be recovered from the party in the manner appears suitable to NFL/Coal Cos.

5.4 Any infringement/non-compliance of the terms & conditions shall render the contract liable for termination and imposition of penalty/liquidated damage by NFL/Coal Companies on the party in addition to forfeiture in part or full of the Security Deposit.

5.5 Issuance of Tender Paper does not bind NFL/Coal Companies to award the contract.

5.6 The party shall not sub-contract, transfer or assign the contract or any part thereof, except without previous consent in writing from NFL/Coal Companies.

5.7 Income Tax shall be deducted at source from the bills of the party as per the provision of Income Tax Act, 1961 as amended from time to time or any enactment thereof as and when payments are effected. If Govt. imposes any other levy or tax on the contractor, the same will be deducted from the payable amount to the contractor.

5.8 NFL/Coal Companies do not give any guarantee for the quantum of work to be performed by the party. The quantities mentioned in the tender are only indicative/tentative and may vary at any time and the rate quoted should remain firm during the tenure of the contract. NFL/Coal Companies also do not give any guarantee of financial turn-over for any period during the tenure of the contract and as such, NFL/Coal Companies shall not be responsible or liable for any claim of the party on any account whatsoever for any period during the tenure of the contract. No further claim for increase of rate or additional benefit shall be maintainable during the tenure of the contract.
5.9 NFL/Coal Companies shall not be liable or responsible for any loss towards idleness of the work force, personnel, equipment deployed by the party for performing the contract for any period during the tenure of the contract and no compensation of any nature shall be payable to the party in the above account.

5.10 Tenderer shall enclose with his tender 2(two) copies of the Tender Documents duly signed and stamped by him on every page as a token of acceptance of the terms and conditions as laid down therein.

5.11 The tenderer shall fill up the Annexures enclosed to this specification and furnish them along with the tenders, failing which the tender will be liable for rejection.

5.12 The party will have to establish its laboratory at a convenient place at unloading end, outside the premises of plants of NFL for coal analysis as per BIS 1350 Part – I 1984. Similarly the party will also establish laboratories in the vicinity of Coalfields (BCCL and CCL) at convenient place for coal analysis as BIS 1350 Part – I 1984. Failure to set up laboratories will lead to termination of contract with imposition of penalty.

5.13 All corrections, overtyping/overwriting etc. in the tender should be duly countersigned by the signatory of the tender.

5.14 The party should mobilize all the required infrastructure and manpower as early as possible within 30(thirty) days from the issue of letter of Intent.

5.15 The commencement of work shall be communicated through a letter issued by the authorized representative of NFL/respective Coal Companies.

5.16 Both at the loading and unloading end sample is to be collected colliery-wise and grade-wise. In case the rake is loaded with coal from different collieries and/or of different grades, the details of such rakes shall be communicated by the party at the unloading end to facilitate the sampling at unloading end also, colliery-wise grade-wise for each rake.

5.17 Failure to start the work as per letter of commencement of work or any other failure/delay while executing the contract may lead to cancellation of the award and imposition of penalty, including forfeiture of the EMD & Security Deposit and other payable amount if any. In case, the award is cancelled during the pendency of the contract, the party shall be liable to pay the difference of the cost that may be incurred by the NFL/Coal Companies in executing the work by some other agencies.

5.18 Representatives of the Coal Companies and NFL shall have the right to witness, supervise and participate in the sampling and analysis to be done by the party.

5.19 The party will be responsible for payment to its employees. The party shall at all time indemnify and keep harmless the Coal Companies as well as NFL against any claim or demand expenses litigation for all times to come arising out of any non-payment/short payment in connection with any disputes arising between the party and its work force and the party as per requirement of the statutory provisions shall be exclusively the principal employer of the workman to be engaged by the party in the execution of the award job. The workmen deployed by the party for execution of the above job shall have no right for the employment or regularization in the roll of Coal Cos./NFL and at the end shall always keep Coal Companies/
NFL free from litigation of any nature. The party will observe the provisions of contract labour (Regulation & Abolition) Act, 1970 and other statutory provisions including those under Provident Fund Act/Rules and any other enactment passed by Parliament or State Legislature which applies or affects the labourers employed by the party. The party shall observe and follow safety rules applicable inside factory premises at unloading end. During the collection of samples at unloading end, transportation in charge at NFL may be informed.

6.0 **SUSPENSION AND TERMINATION:**

A) NFL or CCL or BCCL may at their discretion, suspend or terminate the contract on any of the following cases:

i) Time is the essence of the contract. If the party defaults in proceeding with the work with due diligence and continues to do so after getting 15 days notice in writing from the authorities of NFL or CCL or BCCL as the case may be, with copies to other parties.

ii) If the party voluntarily proceeds for liquidation or the Court passes an order for the liquidation of its affairs or a receiver is deployed by the Court, etc on behalf of the debenture holder, etc.

However, NFL or CCL or BCCL may at their discretion, suspend or terminate the contract even without serving 15 days notice, as indicated above, in case of any other gross violation including the procedure of sampling & analysis, affecting the interest of NFL or CCL or BCCL as the case may be.

B) In the event of suspension or termination of the contract, the management of NFL/Coal Cos. reserve the right to impose penalty as specified in clause 5.3 of the Tender Document. Also the management of NFL/Coal Cos. shall have the power to carry out the incomplete job by any other means at the risk and cost of the party, and any excess expenditure incurred or likely to be incurred by the Coal Cos./NFL for completion of the work or part of the work or the loss or damage suffered or likely to be suffered by the Coal Cos./NFL shall be compensated by the party/ recovered from the party.

C) Once the contract is terminated at either end (loading end or unloading end) the contract will also be terminated at other end. However, before termination of contract the seller and consumer will mutually discuss and decide the alternative arrangement of coal sampling.

D) The party shall take all possible care in sampling at both ends.

E) In case it is decided by Govt. of India to switch over from UHV based grading system to GCV based grading system, at any point of time during the tenure of the contract, the contract will automatically be terminated from the date notified by JTC.

7.0 **SAFETY CODE**

The party shall at his expense arrange for the safety provisions as required by law and/or the Executive/Engineer in respect of all the labourers directly or indirectly employed for performance of the work and shall provide all facilities in connection therewith. In case the party fails to make arrangements and provide necessary facilities as aforesaid, the Executive/Engineer shall be entitled to do so and recover the cost thereof from the party.
SECTION – 2

GENERAL TERMS AND CONDITIONS

DEFINITIONS:-

In this Tender, the following words and expressions shall have the meaning hereby assigned to them except where context otherwise required :-

(i) ‘Coal supply Company’ means Bharat Coking Coal Ltd, & Central Coalfields Ltd., the Subsidiaries of Coal India Ltd as the case may be.


(iii) ‘Plants’ means NFL Panipat, NFL Bathinda, NFL Nangal

(iv) ‘Party’ means successful Tenderer whose Tender has been accepted.

(v) ‘Engineer’ means Chief Engineer of individual plants of NFL or authorized representative.

(vi) ‘Executive’ means Chief General Manager/General Manager(QC) of Coal Supply Companies or his authorized representative.

(vii) ‘Loading Points’ means rail loading points of coal rakes at colliery sidings of Coal Supply Companies.

(viii) ‘Unloading Points’ means unloading points of coal rakes at plants of NFL.

(ix) ‘Joint Tender Committee’ (JTC) means a committee comprising of officers from Coal Companies (BCCL,CCL and NFL)

(x) ‘Wagons’ means the rail wagons carrying coal.

(xi) ‘Placement’ means a part or full rake placed at loading point of Coal Supply Company OR at unloading point of Plants.

(xii) ‘Rake’ means train load/consigned load normally containing 56 or more wagons (Box ‘N’) / 38 or more BCN or BCNA wagons.

(xiii) ‘R/R’ means Railway Receipt

(xiv) ‘Month/Calendar Month’ means English calendar month.

(xv) ‘Referee samples’ as defined in clause no.10(c) of the Tender document.

(xvi) Management means competent authority of the respective coal cos./NFL

1) LOCATION

Coal is transported by Rail to NFL Panipat (Railway siding Diwana), NFL Bathinda, NFL Nangal plants under NFL Railway yard from the various loading points from BCCL and CCL.

2) COMPLETENESS OF TENDER

The tender should be completed with all details and in all respect. The tenders not containing the complete details and particulars as above are liable for rejection.

3) PRICES

This Tender is a composite Tender for collection of samples/preparation/analysis/documentation. However the Tenderer(s) is to quote one single rate for loading Points and one single rate for unloading Points. These rates will remain firm throughout the contract period excepting for taxes and duties. The composite rate of loading & unloading point shall be considered for evaluation of the tenders.
The rate to be quoted by the Tenderer as explained above should be a single rate for all the activities as per the specification in Rs. per wagon sampled. The actual quantity despatched to the Plants may vary widely depending on linkage, allotment/placement of wagons by Rail. This will have no bearing on rate.

(4) **TAXES & DUTIES**

Taxes and Duties including service tax as applicable to be indicated separately and will be re-imbursed subject to production of authentic acceptable documentary evidences of payment made to the authority concerned.

(5) **VALIDITY OF TENDERS**

Tenders should be valid for acceptance for a period of 120 (One hundred twenty) days from the date of opening of the tender, with a provision of extension of such validity as per laid down procedure.

(6) **PENALTY**

Prepared referee samples as per relevant IS (at least 200 gms. of (-)212 micron size) shall be delivered to the representatives of NFL/Coal Supply Company at their respective plants/Colliery end within 3 days of drawal of samples in sealed polythene bags & subsequently canvas bag, tagged & signed properly.

Analysis results of the party’s part (both ends) shall be made available to NFL authorities and Coal Supply Companies HQs/Office of GM(QC) as well as individual Colliery/Area Offices (as per Annexure – VA) within 10 (Ten) days from the date of drawal of samples. Submission of results to all ends of both the Supplier and Receiver within the stipulated time must be ensured by the party.

In case of delay beyond the stipulated time as mentioned above (for both in the delivery of prepared samples and also in submission of analysis results) the following penalties shall be imposed on the payable amount of the party on the quantity of coal covered by those samples.

(7) **RATE OF PENALTY**:  

a) (1) 5% for delay up to 15 days from the due date of submission.  
(2) 10% for delay from 16th day to 30th day from the due date of submission  
(3) 20% for delay from 31st day to 45th day from the due date of submission  
(4) 100% for delay beyond 45 days. This default may also be interalia treated as cause of termination of the contract. However, NFL/Coal Cos. may waive imposition of penalty in part or full provided NFL/Coal Cos. is satisfied with the reasons of delay put forward by the party.
b) The party shall prepare a monthly comparative statement (as per Annexure-VB) showing the analysis results rake-wise, colliery-wise and grade-wise with the quantity covered in terms no. of wagons & the same will be delivered to the Executives/Engineers of the Coal Supply Companies & NFL within 15th of the next month positively.

In case the party fails to submit the above statement within 15th of the next month, the penalty clause for the entire covered quantity for the month as per rate of penalty provided in Clause 7(a) shall be applicable. This shall be applicable for both loading and unloading points simultaneously.

c) If the party fails to collect samples of any particular rake either at loading end or at unloading end, the party will not be entitled for any payment for that particular rake both from the authorities of loading end and unloading end. In addition further penalty will be imposed @ Rs.1000/- (Rs. one thousand) only per rake for such unsampled rake at loading or unloading end where such sampling has not been carried out.

Failure to collect samples at both ends shall attract penalty at the rate of Rs.1000/- (Rs. One thousand) only per rake from both the ends for each unsampled rake over and above non-payment of sampling charges.

d) The party shall have to complete collection of samples (as mentioned in Section I Clause 1(a) /within statutory free time for loading of the rakes at loading point & within two hours of receipt of the rakes at unloading points of plants failing which rake will be treated as unsampled and shall attract penalty as contained at 7(c). If there is any delay on the part of the party in collection of sample as a result of which respective coal cos./NFL has to pay towards demurrage charges to the Railway authority, in such case the party shall be liable to reimburse such demurrage charges. For this purpose the party should collect samples in phases so that loading/unloading as well as sampling could progress simultaneously. The party will have to deploy adequate manpower, tools & tackles for completion of collection of samples within the specified period mentioned above.

NFL & Coal Supply Companies RESERVE THE RIGHT

a) To reject any or all the tenders without assigning any reason
b) To revise the quantities given in the Tender Document while awarding contract and even during pendency of the contract.

c) To relax, waive or modify any of the conditions stipulated in the Tender Document wherever deemed necessary, in the best interest of work.

d) To delete any portion of the work covered by any of the sections of tender Document at their sole discretion without assigning any reasons.

e) To choose any alternative or combinations depending upon the operational convenience and no claim by the party shall be entertained in such cases.
The Joint Tender Committee reserve the right to reject any bid at any stage if any order/letter of intent placed on any of the bidder for sampling and analysis job by any of the Coal Companies or NFL stands terminated for any reason whatsoever or at any point of time it is found that the bidder is having any business relationship other than sampling and analysis job either with NFL or CCL or BCCL.

NFL/CCL/BCCL reserve the right to terminate the contract at any point of time without assigning any reason whatsoever.

(9) **FORCE MAJEURE :-**

If at any time during pendency of the contract, the performance in whole or in part of any obligation under this contract is prevented or delayed by reasons of any war, acts of public enemity, acts of civil commotion, strikes, fire, flood, explosions or other acts of God (hereinafter referred to as Eventualities) then provided notice of the happenings on any eventuality has been given by the party to NFL/Coal Company within 2(two) days from the date of such occurrence, neither party shall by reasons of such eventuality, be entitled to terminate the contract, nor have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under this contract till cessation of such eventualities provided further that notice in writing are given to the other party every week and such obligation, etc, shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

Provided that if the performance in whole or part by the successful tenderer or any obligation under the contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the NFL/concerned Coal Supply Company may at their option terminate the contract by giving notice in writing.

Power cut will not be considered under Force Majeure condition. The period of extension shall be decided by the authority who placed the order after verifying the evidence for the cause of delay.

10) **PAYMENT :-**

a) Payment shall be made on the basis of no. of wagons of Coal covered under sampling and the payment is to be restricted to minimum no. of wagons required to be sampled. While raising the bill monthly the party shall furnish the following informations on the body of the bill.

No. of wagons sampled

Date and time of submission of prepared samples

Date and time of submission of analysis results
Name of the area
Name of the colliery and grade
Name of the siding
Date of loading
Date of sampling
Name of the Plants.
Type of sampling from loaded wagons/process of loading/unloading
No. of wagon placed
Identification No. of wagons from where samples were drawn for each grade (if there is more than one grade placed).

Any other information asked by NFL/Coal Supply Companies.

b) The bills in quadruplicate shall be submitted on monthly basis by 15th of the next month.

   i) To the Executive/Engineer of NFL at respective PLANTS and payment shall be made from respective PLANTS of NFL for unloading points sampling of NFL.

   ii) To the respective CGM/GM of the area and payment will be made from the office of the CGM/GM(QC) through FM/HOD of Sales Account BCCL.

   iii) To the respective Area General Manager’s of CCL and payment will be made from the CCL, Darbhanga House, Ranchi.

   iv) No interest shall be payable in case of delayed release of the bills, passed for payment under any circumstances for any reason.

c) The average of both end (loading & unloading end) Useful Heat Value (UHV)/% Ash rake-wise will form the basis to arrive at the Final Accepted Grade.

   Incase the difference in UHV/% Ash of both end results of the same rake/placement varies by more than 5% (Five percent) from the mid point and also the variation changes the grade at any end, in such case referee samples of both the ends so identified will be sent for analysis to Govt./Public Sector laboratory as mutually agreed between Coal Cos. & NFL within 10 days from the next grade reconciliation meeting. The arithmetic average of UHV/% Ash of results of both ends referee samples will determine the final grade. The cost of analysis of referee samples will be borne by the successful tenderer.
d) In case of multi grade coal rakes, samples shall be collected source-wise and grade-wise. If any composite samples are taken at one end and source-wise grade-wise result is available at other end, the said source-wise grade-wise results available will be final. The party will not get payment for drawing and analysis of such composite samples at that end in addition to penalty of Rs.1000/- for the rake.

11) INSPECTION :-

The representative(s) of the NFL/Coal Supply Companies shall have access to the party’s operation (as defined in Section-I) at any time and respective place of work for the purpose of supervision & inspection.

12) JURISDICTION OF COURT

The original Civil Court of judicature at Ranchi (for CCL) /Panipat, Nangal & Bathinda (for NFL) shall alone have jurisdiction to decide any dispute arising out or in respect of the contract. The Civil court of original jurisdiction at Dhanbad (for BCCL) shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

13) RESPONSIBILITY IN RESPECT OF WAGES

The party shall be sole and fully responsible for timely and correct payment of wages to the workers employed by it for each wage period as may be fixed and for compliance of requirement of all other statues as may be applicable in keeping BCCL/CCL/NFL harmless and saved from any violation and action.

i) The party shall maintain all the registers and records under Labour (Regulation & Abolition) Act, 1970 which includes – Muster Roll, Wage Register, Deduction Register, OT Register, Register of Fines & Advances, Wage Slips under Rules, 1978 of the Act. In addition to the Officers of Labour Enforcement Machinery, the BCCL/CCL/NFL also reserves the right to inspect the above registers through its duly authorized representatives. The party has to submit the period of submission of CMPF/EPF deduction to concerned Area Project.

ii) The party under no circumstances shall engage any Bonded Labour /Child labour failing which the BCCL/CCL/NFL shall have the liberty to take any action against the party even amounting to termination of the contract without any reference or notice and engage other Agency for completion of the contract at the risk and cost of the party.

iii) BCCL/CCL/NFL shall on a report having being made by an inspecting Officer defined in the Labour (Regulation & Abolition) Act, 1970 have the Power to deduct from money due to the party, any sum required or estimated for workers by the reason of non-fulfillment of the provisions of various Acts & Rules and Regulations applicable to the contract, non-payment of the Wage or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said Act.

iv) The party shall indemnify the Coal Company/NFL against any payment to be made under and for observance of all the Acts, Rules & Regulations aforesaid.
14) **MODEL RULES FOR LABOUR WELFARE**:–

i) The party shall at its own expenses comply with or cause to be compiled with Model Rules for Labour Welfare or Rules framed by the Govt. from time to time for protection of health and making sanitary arrangements for Workers employed or indirectly on the works. In case, the party fails to make arrangements as aforesaid the Executive of BCCL/CCL and Engineer of NFL shall be entitled to do so and recover the cost there of from him.

ii) The party shall provide requisite medical treatment to its Staff and Labour in case of any accident to them on duty. The BCCL/CCL/NFL have no responsibility whatsoever towards Staff/Labour deployed by the party. In no manner the BCCL/CCL/NFL is liable to the party or any member of its staff or any other person or to Govt. or other bodies for injuries or death caused as a result of accident or otherwise either within or outside the yard/premises during the course of work. The party shall be responsible for such contingencies and will make good all claims for compensation, claimed by its labour or staff or as decided by the appropriate authority/tribunal or other Competent Agencies and discharge as the case may be, all liabilities under the Workmen’s Compensation Act and other relevant Laws of the land. The party shall also indemnify the BCCL/CCL/NFL and disburse all the sums that may be awarded in respect of claims for compensation arising out of or consequent to any staff or labour working under it to any other involved persons pursuant to the provisions of the Workmen’s Compensation Act (viii of 1923 and iv of 1933) or any subsequent

iii) The party in addition to any indemnity provided by the Law shall indemnify the BCCL/CCL/NFL against all the liabilities litigations whatsoever to pay compensation under Workmen’s Compensation Act, 1923 or any other Amending Act in respect of any accident to any Workmen employed by or under party or to pay compensation in respect of any claim arising out of or in the course of execution or work of the party whether made or preferred by or on behalf of the Workmen of the party to the BCCL/CCL/NFL in or about such matters.

iv) In case of non-payment of any dues or default to make payment by the party to its workers or on receiving any complaint/claim, the BCCL/CCL/NFL not as principal employer but on humanitarian consideration shall be entitled to assess and deduct the amount as due from the party’s bill or its any other dues and shall make payment of the same to Workers/Persons/Party claiming the same. It will be obligatory for the party to pay the statutory bonus.

v) Necessary licence as required under Contract Labour(Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) control rules, 1971 should be obtained and produced by the party. It shall abide by the provisions of the above Acts and Rules.

vi) The party shall notify in writing the place, time and date of payment of wage to its Workers. Such notice shall be displayed in writing by the party at the concerned Area Office of the BCCL/CCL/NFL.
15) **RESOLUTION OF DISPUTES & ARBITRATION**

In the event of any dispute arising out in connection with this contract, efforts will be made to settle them by mutual discussions. If it is still not resolved, will be referred to CMD of the Coal Company or Chairman of NFL as applicable. If such resolution is not possible then the unresolved dispute shall be referred to arbitration under the provisions of Arbitration Act 1996 for which arbitrator shall be nominated by CMD of Coal Company or Chairman of NFL as applicable.

16) **COMPLIANCE AND FULFILLMENT OF VARIOUS LABOUR LAWS (PARTY’S OWN RESPONSIBILITY)**

i) The responsibility of the party in respect of the payment to his Employees will be its and absolute. The party shall all time indemnify the BCCL/CCL/NFL against any claim or demand arising out of any short payment in connection with any disputes arising between the party and its workforce. The workmen so deployed by the party for the execution of the job shall have no right for the employment in the BCCL/CCL/NFL.

ii) The party shall be exclusively responsible for payment of wages to the workmen deployed by it at the rate not less than the rate prescribed by the respective State Govt. from time to time. In the event of non-payment of such wages by the party the total amount payable shall be recovered from the bill of the party and payment shall be paid directly to the workmen employed by the party.

iii) The party shall carry out, perform and observe the provisions of the shops and Establishment Act, Workmen Compensation Act and Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund Act, 1952 or any other enactment passed by the Parliament or State Legislature and any rules /laws made there under by the appropriate Govt(s) in any way effecting the labourers employed by the party and also indemnify the BCCL/CCL/NFL against any liability litigation/prosecution that may be imposed by Law or by the Govt. for non-observance of any of the Act or contract Labour (Regulation and Abolition) Act, 1970 Employees Provident Fund, 1952 or any other enactment passed by the Parliament or State Legislature, which applies or affects the labourers employed by the party.
The scope of work of the party in general comprises the following:-

1.0 Collection of samples round the clock of coal supplies by rail to plants of Nangal, Bathinda, Panipat under NFL and from the collieries of BCCL and CCL(subsidiary of CIL).

2.0 The party has to carry out the collection of coal samples from the railway wagons rakewise,collierywise and gradewise at the loading points and also at the unloading points of Nangal, Bathinda, Panipat while loading of the rake/unloading of the rake 24 hours a day throughout the month and analyse them. In case of Washed Coal/Middling, collection of sample, preparation of sample at the loading points only.

The above works are to be strictly carried out as per (Annexure-IV) and the various steps as detailed below:-

3.0 **SAMPLING AND ANALYSIS**

3.1 Samplings are to be carried out as per Annexure-IV/IS-436(Part-I)-1964(for random selection of wagons) and analysis are to be carried as per IS-1350 (Part-I), 1984 respectively.

Samples shall be drawn from every consignment/rake.

Samples shall be collected only from loaded wagons even while loading/unloading of rake is being carried out.

3.2 Samples shall be prepared of size(-)212 Micron as per Annexure-IV and shall be divided into two equal parts as follows:-

First Part(Set-I): To be retained by the party.

Second Part(Set-II): To be retained in double sealed condition by the representative of Coal Supply Company at loading points and by the representative of the Plants at unloading points as REFEREE SAMPLE.

3.3 The party will co-ordinate a joint monthly meeting with the representatives of NFL and Coal Companies.

3.4 NFL/Coal supply companies shall have the right during the pendency of the contract to arrange sampling, preparation and analysis of sample by any agency other than the party in the event of failure/ breach/deviation of the provision of the contract at risk and cost of the party.

3.5 Analysis of the Non-coking coal samples are to be carried out on equilibrated basis of 40°C and 60 % RH (Relative Humidity) and in case of Washery grade coal on air dried basis strictly as per IS 1350 (Part-I) of 1984 (Second revision). In case the ash % for Washery grade coal exceeds 35% analysis will be carried out on equilibrated basis like non-coking coal and UHV will be the basis of grade determination.
3.6 Proximate analysis has to be carried out in all the samples (Set-I) as per the above IS and it includes:

(i) Moisture % (At equilibrated condition at 60 % RH and 40°C temperature)

(ii) Ash %.

(iii) Volatile matter.

The procedure adopted, the crucibles used should be strictly as per the IS 1350 Part-I 1984 only. After completion of the analysis, for a particular month, the results are to be segregated collierywise, gradewise and rakeswise and submitted to plants of NFL and to the CGM(QC)/GM(Q/C) BCCL/CCL in addition to the coal co’s. area General Managers Offices. The party will also calculate UHV and fixed carbon % of each sample. The UHV shall be calculated by the formula given below:

Useful Heat Value = 8900 – 138 (A + M) K.Cal / Kg

Where A= Ash %  } At equilibrated condition at 60 % RH & 40°C temp.
M= Moisture %    } 

In case of coal having moisture less than 2% and volatile content less than 19%, the useful heat value shall be the value arrived at above reduced by 150 Kcal/Kg. for each 1% reduction in volatile content below 19%, fraction pro-rata.

4.0 In addition to the above, the following should be provided by the party:

4.1 The manual labour required in carrying out the sampling work to be supplied.

4.2 Sampling to be done in shifts.

4.3 All machineries and consumables such as jaw crushers, pulverisers, shovel, baskets, packing materials etc will have to be supplied by the party.

4.4 Electricity charges should be borne by the party. Accommodation if provided shall be on chargeable basis as per the rule of the company.

4.5 It is the responsibility of the party to ensure compliance with the statutory rules and regulations relating to payment of wages, ESI, CPF and other items to all the workers and others employed for the work.

4.6 Tools, staff, labour and all materials for execution of job will have to be provided by the party. Free space will be provided by Coal Companies and plants of NFL for carrying out day to day sampling & analysis jobs in the collieries/plants.

5.0 The party shall maintain the records of the following details:

i) Railway wagon nos.

ii) Carrying capacity

iii) Names of Collieries

iv) Grades of Coal

v) Date of Loading/Sampling

vi) Any other informations asked by NFL/Coal Cos.
6.0 Samples shall be drawn from every consignment/rake, grade wise and colliery wise. It must be noted that if a rake is loaded with coal from different colliery/grade, separate samples should be drawn for each grade and each colliery. Results of samples drawn from diverted rakes will not be binding to the Coal Companies and in case of diverted rakes billed/booked grade will be binding to NFL. However, diversion among the NFL plants is allowed.

7.0 The successful tenderer shall provide sufficient infrastructure to conduct the job and ensure that the personnel employed are competent and have adequate qualifications for the jobs allotted to them. Sufficient number of personnels shall be appointed by the successful tenderer to take samples as indicated in Section–3 & Annexure- IV.

The personnel should be either Science Graduate or Diploma in Mining. Regarding deployment of unskilled labourers, the party selected for the job, shall have to abide by the law of the land/ norms prevailing at the Plants/ Loading Points. Successful tenderer has to submit names, designation, qualification of their manpower with supporting xerox documents ( for qualification) to NFL & BCCL/CCL/ before issue of Work Order, failing which the party will not be awarded with Work Order. The personnel to be engaged by the sampler for execution of the contract job shall not be engaged and/or employed by other party anywhere in connection and/or in relation to the contract job. The sampler shall submit to the coal cos./NFL a list of personnel to be engaged by the party in carrying out the contract job.

8.0 The successful tenderer shall abide by the instruction of the Coal Supply Companies/ NFL authorities.

9.0 Sample preparation room at each loading point shall be allowed to be used by the party for preparation of the sample and also for keeping the sampling tools and tackles under their safe custody. The party shall also be provided sample preparation room at the Plants of NFL. Coal Supply Companies/ NFL shall not provide any other accommodation, transport or other facilities for execution of the job to the party.

10.0 The scope of work indicated in the specification is not exhaustive. If any other items not specifically indicated in the scope of services but required for carrying out the work with complete satisfaction should also be taken into account while submitting the tender by the tenderer(s).

11.0 In case any deviation at loading/unloading points take place during the tenure of the contract, the terms and conditions shall not be changed.
# ANNEXURE - I

**LIST OF PLANTS OF NFL AND EXPECTED QUANTITY OF RECEIPT OF COAL.**

Approx. quantity of coal to be despatched by coal Cos. and received by NFL Plants during 2009 – 2010 for four months.

(Figs. In Lakh tones for four months)

<table>
<thead>
<tr>
<th>NAME OF PLANTS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. NFL, Panipat</td>
<td>2.0</td>
</tr>
<tr>
<td>2. NFL, Bathinda</td>
<td>2.0</td>
</tr>
<tr>
<td>3. NFL, Nangal</td>
<td>1.46</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>5.46</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF COAL CO.S</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. BCCL</td>
<td>3.48</td>
</tr>
<tr>
<td>2. CCL</td>
<td>1.98</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>5.46</strong></td>
</tr>
</tbody>
</table>
## ANNEXURE - II

### FORMAT FOR QUOTING RATE

<table>
<thead>
<tr>
<th>SL.NO.</th>
<th>NAME OF NFL PLANTS WITH COAL SUPPLY CO.</th>
<th>QUOTED RATE RS.PER WAGON SAMPLED IN A RAKE*</th>
<th>TAXES AND DUTIES (Refer section 2 Clause 4)</th>
<th>TOTAL</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>NFL(Bhatinda, Panipat &amp; Nangal)</td>
<td></td>
<td></td>
<td></td>
<td>UNLOADING POINT</td>
</tr>
<tr>
<td>2.</td>
<td>BHARAT COKING COAL LTD/CENTRAL COAL FIELD LTD.</td>
<td></td>
<td></td>
<td></td>
<td>LOADING POINT</td>
</tr>
</tbody>
</table>

* WHICH INCLUDES COLLECTION, PREPARATION, DOCUMENTATION AND ANALYSIS CHARGES.
ANNEXURE – III

SPECIMEN AFFIDAVIT

BEFORE THE EXECUTIVE MAGISTRATE OR BEFORE THE NOTARY

I, Shri…………………………. Son of Shri……………………………….. aged …………. years, residing at ………………………………………………………………………
and carrying on business as ……………………………………………………………………………………………………………………………………………………………………………………

(Name & address of business establishment to be mentioned)
do hereby solemnly affirm and declare as follows :

1. That I have persued the Tender Document and agreed to the terms & conditions in the Tender Notice No. ------------------------------------ Dt.--------------

issued by the Convenor JTC/GM(QC), BCCL in the matter of appointment of 3rd
Party Agency for sampling & analysis of rail borne coal supplies from the Subsidiaries of Coal India Ltd. viz, BCCL and CCL, to plants of NFL at loading & unloading points on rake to rake basis.

2. That I and / or the said firm M/s………………………………………………..

are not dealing in the capacity of liaisoning agent of any Coal Company (supplying coal to NFL) and also are not on deputation from NFL or from CIL or Ministry of Coal or Ministry of Power.

3. That I and/or the said firm have at no time been terminated by any contractee after issue of LOI or placing order for the work of sampling & analysis of coal and for such termination I and/or the firm M/S……………shall not either claim or entitle for any compensation.

4. That I and/or the said firm, further accept and confirm that the Tender Committee/ Contractee shall have the right to reject my Bid at any state, if they found any business relationship/interest contray to the statement as aforesaid.

5. That I and/or the said firm agree that BCCL/CCL/NFL shall be at liberty to terminate the contract at any point of time, in case of any breach of the above statement and the terms and conditions of the tender and the contract , if awarded.

6. That I solemnly confirm no deviation from NIT terms & conditions has been made.

7. That I solmenly affirm that the information given in the format of qualifying Bid, Part – I is correct to the best of my knowledge and belief and nothing has been concealed.

That the contents of paras 1 to 7 above are true to my personal knowledge, from the information received from records and believed to be true by me. Hence verified and signed at ………………… on this ………….. day of ……   2009.

I know the deponent .

DEPONENT

IDENTIFIED BY ADVOCATE
ANNEXURE - IV

PROCEDURE FOR SAMPLING & ANALYSIS OF COAL RAKES AT LOADING AND UNLOADING POINTS AND OF REFEREE SAMPLES.

Samples shall be collected from loaded wagons or during the process of loading/unloading at the loading/unloading points as per procedure given below or as per BIS specification :-

1. Each gross sample will be allotted a secret code. The procedure for the same will be mutually decided between NFL and BCCL/CCL as the case may be.

2. Each rake, colliery wise and grade wise will be treated as lot for collection of gross sample. The sample should be physically collected from minimum 25% of the wagons of the rake. In case of fraction next higher number shall be taken, i.e., in case of 30 wagons, samples are to be collected from 8 wagons. If number of wagons in a lot are more than 08, 25% of the wagons will be selected as per random table in the relevant BIS specification. If the number of wagons in a lot are 08 or less, then alternate wagons of the lot will be considered for collection of samples.

3. From the selected wagons as per the procedure mentioned above, samples shall be collected as per the details given below from the loaded wagons. During loading/unloading, samples will be collected as per BIS specification :-

   i) Sample will be collected at one point from the loaded wagon.

   ii) The points for collection of samples will be either at the centre of wagons or either side of the wagons to be chosen and would be repeated for subsequent selected wagons.

   iii) Top layer about 0.15 meter depth at the point of samples will be scraped for an area of 1 meter x 1 meter and the sample will be collected from there up to a depth of 0.5 meter. However, without incurring any delay, demurrages and other inconveniences, if the time permits the sample may be collected there up to a depth of 1(one) meter.

   iv) The sample will be collected in clean bags and sealed. The bags containing samples will be stored properly in a room till these are processed for preparation of final samples.

   v) Minimum quantity to be collected for each gross sample will be a minimum of 350 kg irrespective of number of wagons in a lot. The party i.e sampler shall return the balance unused coal drawn for sampling to the coal company at the loading end.
PREPARATION OF LABORATORY SAMPLES
(AS PER RELEVANT BIS SPECIFICATION)

GROSS SAMPLES

Crush to Pass 50 mm
↓
Coning & Quartering till 90 kg (approx.)
↓
Crush to pass 12.5 mm
↓
Coning & Quartering twice (22 kg approx.)
↓
Crush to pass 6 mm (approx.)
↓
Coning & Quartering once (11 kg approx.)
↓
Crush to pass 3 mm (approx.)
↓
Coning & Quartering successively to obtain 1.5 to 2 kg.
↓
Grind to pass 72 mesh
↓
Divide into two equal parts
↓
(Minimum 200 gms each of –212 micron size)

Two number of sample parts thus obtained from each Gross sample will be kept in polythene bags and sealed which will in turn be kept in sealed canvas bags.

First part (Set – I) of the samples will be retained by the party for analysis and Second Part (Set-II) of the samples shall be retained as referee sample(s) under the seal with the representatives of Coal Supply Companies at Loading Points and with the representative of plants of NFL at Unloading Points. Name of Colliery, Siding, plant, Date of collection, Rake Number(s) etc should invariably be mentioned on every packet of samples.

The analysis of samples shall be done as per BIS 1350 part I 1984 and any amendment thereof ,on equilibrated basis ( 60 % RH & 40°C temp.) and UHV determined as per standard formula. Ash% of coking coal will have to be done as per BIS procedure.

The analysis results of the sample shall be delivered by the 3rd party within 10 days from the of collection of samples at either end. In case of delay in submission of the results by the 3rd party beyond the stipulated period as mentioned above and also in case of delay beyond three days in deposition of sample packets, a penalty at the rates mentioned in SECTION-2,CLAUSE-6 of this agreement shall be applicable.
The sampling and analysis results for diverted rakes/wagons received at the Plants will be carried out at the unloading ends. The party will get payment for such job from unloading end.

The successful tenderer shall prepare colliery wise, grade wise, rake wise, analysis report showing therein the analysis results in details for each calendar month based on loading date and deliver copies to Executive of the concerned Coal Supply Company and Engineer of Plants. The Executive of the Coal Supply Company and Engineer of the plant reserves the right during pendency of the contract to arrange sampling, preparation, analysis and documentation by any agency other than the existing 3rd party in the event of failure/breach/deviation of the provisions of the contract at full the risk and the cost of the party.
# ANNEXURE-VA

**RAKEWISE DAILY ANALYSIS RESULTS OF SAMPLES DRAWN BY THIRD PARTY**

**LOADING END/UNLOADING END**

**NAME OF COAL COMPANY:..................................................**  
**AREA..........................  ANALYSIS LABORATORY..........................**

![Signature and Details]

**DATE..............................**

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>NAME OF CCLERY/ SIDING</th>
<th>BILLED GRADE</th>
<th>DATE OF LOADING</th>
<th>NO. OF WGS. LOADED GR. WISE</th>
<th>RR QNTY. ( IN MT )</th>
<th>F.NOTE NO. &amp; DATE SDG. PLANTS WISE</th>
<th>NAME OF PLANTS</th>
<th>SAMPLE COLLECTI ON DT.&amp; TIME</th>
<th>SAMPLE CODE NO.</th>
<th>M %</th>
<th>ASH%</th>
<th>VM %</th>
<th>UHV (KCAL/Kg)</th>
<th>QR</th>
<th>REMARKS</th>
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</table>
## ANNEXURE-VB

### COMPARATIVE STATEMENT OF RAKEWISE ANALYSIS AT LOADING AND UNLOADING END BY THIRD PARTY

**LOADING END/UNLOADING END**

**NAME OF COAL COMPANY**………………………………

**AREA**……………………… **ANALYSIS LABORATORY**……………………

<table>
<thead>
<tr>
<th>SL No</th>
<th>NAME OF COLLIERY / SIDING</th>
<th>DEC CL.</th>
<th>RR NO &amp; DATE</th>
<th>F.NOTE NO.</th>
<th>DATE OF LOADING</th>
<th>TOTAL NO. OF WGS.</th>
<th>M%</th>
<th>ASH %</th>
<th>VM %</th>
<th>UHV (KCAL/ KG)</th>
<th>GR</th>
<th>NAME OF UNLOADING STATION</th>
<th>DATE &amp; TIME OF UNLOADING</th>
<th>M%</th>
<th>ASH %</th>
<th>VM %</th>
<th>UHV (KCAL/ KG)</th>
<th>GR</th>
<th>ASH% UHV (KCAL/ KG)</th>
<th>GR</th>
<th>MARKS</th>
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</table>

**SIGNATURE OF REPRESENTATIVE**…………………………

**NAME / DESIGNATION**……………………………………

**NAME OF THE THIRD PARTY**……………………………

**DATE**………………

### DISTRIBUTION AT LOADING END :-

1. CONCERNED PROJECT OFFICER
2. CONCERNED AREA GM
3. CGM (GC) / GM (GC)

### DISTRIBUTION AT UNLOADING END

1. STATION MANAGER OF CONCERNED PLANTS
2. OFFICE OF THE ENGINEER OF NFL

-27-