

**Modification of FSA provisions for incorporating Third Part sampling and analysis arrangement post 314th CIL Board decision**

SL NO.	EXISTING	MODIFIED	REMARKS
1	1.1.ss) <b>'Third Party'</b> : The agency appointed for collection, preparation and analysis of coal samples at loading points and relevant documentation	1.1.ss) <b>'Third Party'</b> : The <i>agency appointed by the Seller and the agency appointed by the Purchaser</i> for collection, preparation of coal samples at loading points and subsequent analysis and relevant documentation	Modified in line with 314th CIL Board decision
2	5.7.1 <b>Sample collection:</b>  i) Samples of Coal shall be collected by the <b>Third Party</b> either manually or through any suitable mechanical sampling arrangement including Augur Sampling method if physically operationable at each of the Delivery Points for determining the quality of Coal in presence of representatives of Seller and Purchaser	5.7.1 <b>Sample collection:</b>  i) Samples of Coal shall be collected jointly by the <b>Third Parties of the Seller and the Purchaser</b> either manually or through any suitable mechanical sampling arrangement including Augur Sampling method if physically operationable at each of the Delivery Points for determining the quality of Coal in presence of representatives of Seller and Purchaser	Same as above
3	5.7.2 Detailed modalities for collection, handling, storage and preparation of samples by <i>Third Party</i> shall be as per Schedule V to this Agreement.	5.7.2 Detailed modalities for collection, handling, storage and preparation of samples by <i>Third Parties</i> shall be as per Schedule V to this Agreement	
4	5.7.3 <b>Sample preparation &amp; analysis:</b> (i) <b>Total Moisture</b>  Sample for determination of Total Moisture shall be segregated from the sample collected at the Delivery Point by the <b>Third Party</b> , and prepared and analyzed, as per procedure given in Schedule-V.  (ii) <b>Daily Gross Sample</b>  a) The Gross Sample collected as per clause 5.7.1(i) for determination of moisture, ash & GCV on equilibrated basis shall be reduced into laboratory sample on the date immediately following the date of collection. The	5.7.3 <b>Sample preparation &amp; analysis:</b> (i) <b>Total Moisture</b>  Sample for determination of Total Moisture shall be segregated from the sample collected at the Delivery Point by the <b>Third Parties jointly</b> , and prepared and analyzed, as per procedure given in Schedule-V.  (ii) <b>Daily Gross Sample</b>  a)The Gross Sample collected as per clause 5.7.1(i) for determination of moisture, ash & GCV on equilibrated basis shall be reduced into laboratory sample on the date immediately following the date of collection. The final	Modified in line with 314th CIL Board decision



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	<p>final laboratory samples will be divided into <b>two parts</b> viz. Set – I and Set – II, as follows;</p> <ul style="list-style-type: none"> <li>Set – I shall be used for third party analysis to determine the ash, moisture and GCV as per BIS standards IS 1350 Part-I, 1984 and IS 1350 Part-II-1970 respectively.</li> <li>Set – II shall be kept under joint seal of the Seller, Purchaser and the Third Party as referee sample in the safe custody of Third Party at the loading end for a period of fourteen (14) days or until the analysis results of Set – I are accepted without dispute, whichever is earlier.</li> </ul> <p>b) The sample in <b>Set -I</b> shall be analysed for ash, moisture and GCV content on equilibrated basis {wherever required in accordance with IS: 1350 (Part –I) – 1984 and IS: 1350 (Part – II) – 1970.</p> <p>c) <b>Set-I</b> of the laboratory sample as prepared shall be analyzed by the <b>Third Party in the laboratory</b> at the loading end as per relevant part of IS: 1350 (Part –I) – 1984 and IS: 1350 (Part – II) – 1970 within three-four (3-4) days from the date of preparation and distribution of laboratory sample for analysis of ash, moisture and GCV.</p> <p>d) In the event of any dispute (which shall be raised not later than forty-eight (48) hours after analysis) at the time of Third Party analysis of <b>Set-I</b>, the referee sample as in <b>Set- II</b> shall be referred for analysis within seventy two (72) hours of the dispute but not later than eight (8) days of the collection of samples at any</p>	<p>laboratory samples will be divided into <b>three parts</b> viz. <i>Set – I, Set – II and Set-III</i> as follows;</p> <ul style="list-style-type: none"> <li><i>Set – I shall be taken by the Purchaser for analysis at their end s to determine the ash, moisture and GCV.</i></li> <li><i>Set – II shall be analyzed by the Seller to determine the ash, moisture and GCV.</i></li> <li><i>Set-III shall be kept under joint seal of the Seller, Purchaser and the Third Parties as referee sample in the joint custody at the loading end for a period of fourteen (14) days or until the analysis results of Set – I and Set-II are accepted without dispute, whichever is earlier.</i></li> </ul> <p>b)The sample in <b>Set -I and Set-II</b> shall be analysed for ash, moisture and GCV content on equilibrated basis {wherever required in accordance with IS: 1350 (Part –I) – 1984 and IS: 1350 (Part – II) – 1970.</p> <p>c) <b>Set-I and Set-II</b> of the laboratory sample as prepared shall be analyzed by the Third <b>Parties of Seller and Purchaser in their respective laboratories</b> as per relevant part of IS: 1350 (Part –I) – 1984 and IS: 1350 (Part – II) – 1970 within three-four (3-4) days from the date of preparation and distribution of laboratory sample for analysis of ash, moisture and GCV.</p> <p>d) In the event of any dispute (which shall be raised not later than forty-eight (48) hours after analysis), at the time of Third Party analysis of <b>Set-I and Set-II</b> the referee sample as in <b>Set- III</b> shall be referred for analysis within seventy two (72) hours of the dispute but not later than</p>	



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	mutually agreed <b>Government laboratory.</b>	eight (8) days of the collection of samples at any mutually agreed <i>NABL Accredited /Government laboratory.</i>	
5	5.7.5 All tools, tackles required for collection of samples, its preparation and all laboratory facilities for the purpose of analysis of samples shall be arranged by the Seller as per the provision of this Agreement	5.7.5 All tools, tackles required for collection of samples, its preparation and all laboratory facilities for the purpose of analysis of samples <i>at the loading end</i> shall be arranged by the Seller as per the provision of this Agreement.	
6	5.7.6 (b) In the event that no sample is collected either by the <b>Third Party or Seller</b> as mentioned at (a) above from dispatches by a rake or on any day, as the case may be, from a source for any reason, the weighted average of the most recent results available in any preceding month against respective Source and Grade shall be adopted for such dispatches for which samples were not collected.	5.7.6(b) In the event that no sample is collected by the <i>Third Parties and by the Seller and Purchaser jointly</i> as mentioned at (a) above from dispatches by a rake or on any day, as the case may be, from a source for any reason, the weighted average of the most recent results available in any preceding month against respective Source and Grade shall be adopted for such dispatches for which samples were not collected	
7	5.7.7 In the event the <b>Purchaser fails</b> /declines to participate in the process of sampling and analysis by the designated Third Party as mentioned at clause 5.7.1(i), such failure/refusal of the Purchaser shall not be considered as ground for disputing the result submitted by the Third party which will be binding on both the Parties	5.7.7 In the event <i>the Third Party appointed</i> by the Purchaser fails /declines to participate in the process of sampling and analysis as mentioned at clause 5.7.1(i), such failure/refusal shall not be considered as ground for disputing the result submitted by the Third party <i>of the seller</i> which will be binding on both the Parties	
	12.2.1(a) In the event for any reason whatsoever third Party sampling & analysis could not be conducted, joint ampling & analysis shall be carried out by the Seller in resence of the Purchaser at the loading end	12.2.1(a) In the event for any reason whatsoever third Party sampling & analysis by the agency of Seller & Purchaser could not be conducted, joint sampling & analysis shall be carried out by the Seller and the Purchaser at the loading end .	



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8	12.2.1.(b) In the event no sample is collected either by the <b>Third Party</b> or <b>Seller</b> as mentioned at (a) above from dispatches by a rake or on any day, as the case may be, from a source for any reason, the weighted average of the most recent results available in any preceding month against respective Source and Grade shall be adopted for such dispatches for which samples were not collected.	12.2.1(b) In the event no sample is collected either by the <i>Third Parties</i> or <i>Seller and the Purchaser jointly</i> as mentioned at (a) above from dispatches by a rake or on any day, as the case may be, from a source for any reason, the weighted average of the most recent results available in any preceding month against respective Source and Grade shall be adopted for such dispatches for which samples were not collected	
10	<p><b>SCHEDULE –V</b></p> <p><b>Detailed modalities for Third Party sampling</b></p> <p>1.1.b) Samples shall be collected, packed and transported in such a manner so as to make these tamper proof to the satisfaction of Seller and Purchaser for which detailed procedure may be worked out at sampling sites <b>jointly by representatives of Seller Purchaser and Third Party</b></p> <p>g) Monthly statements containing the details of each and every analysis result finalized during a month based on Third party/ referee analysis, as the case may be, shall be prepared indicating inter-alia the quantity of Coal covered by the respective analysis results .The respective analysis results shall be applied to the corresponding quality of Coal for billing/ commercial purpose. Copy of the monthly statement / report shall be submitted to the GM(QC)/Director In charge of the Seller by the <b>Third Party</b></p> <p>h) The final pulverized sample shall be divided into <b>two equal parts</b>. One part shall be kept for analysis at the Seller's laboratory at loading end by the Third Party and the second part of the sample (Referee Sample) to be retained by the third party in double sealed condition duly signed by the representative of Seller, Purchaser and the <b>Third Party</b> and kept in safe custody at the loading end by the Third Party.</p>	<p><b>SCHEDULE –V</b></p> <p><b>Detailed modalities for Third Party sampling</b></p> <p>1.1.b) Samples shall be collected, packed and transported in such a manner so as to make these tamper proof to the satisfaction of Seller and Purchaser for which detailed procedure may be worked out at sampling sites jointly by <i>representatives /Third parties of Seller and Purchaser</i></p> <p>g) Monthly statements containing the details of each and every analysis result finalized during a month based on Third party/ referee analysis, as the case may be, shall be prepared indicating inter-alia the quantity of Coal covered by the respective analysis results .The respective analysis results shall be applied for adjustment of billing/ commercial purpose. Copy of the monthly statement / report shall be submitted to the <i>GM(QC)/Director</i> In charge of the Seller by the <b>Third Party of the Seller</b>.</p> <p>h) The final pulverized sample shall be divided into <i>three equal parts, Set-I,Set-II,Set-III. Set-I shall be taken by the Purchaser for analysis at their end and the Set-II of the sample shall be taken by the Seller for analysis at the loading end and the Set-III (Referee Sample) to be retained by the third parties</i> jointly in double sealed condition duly signed by the representative of Seller, Purchaser and the <i>Third Parties</i> and kept in safe custody at the loading end by the Third <i>Parties</i>.</p>	



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	<p>i) Sample drawn at <i>loading</i> ends shall be analyzed by the Third Party in colliery laboratory at loading end or nearby laboratory of Coal Company available in the presence of Seller and Purchaser.</p> <p>j) The samples shall be identified <b>jointly</b> at the time of analysis in the <b>laboratory</b> by the code number already assigned as per clause 1.1(c).</p>	<p>i) Sample drawn at loading ends shall be analyzed by the Third Parties of Seller and Purchaser in laboratories of their respective end .</p> <p>j)The samples shall be identified at the time of analysis in the <b>laboratories</b> by the code number already assigned as per clause 1.1(c).</p>	
11	<p><b>1.6 PREPARATION OF COLLECTED SAMPLES:</b></p> <p>1.6.1 The Gross Sample collected will be divided into two portions. One portion (one fourth of the Gross Sample) called Part-1 will be used for analysis of Total Moisture and the other portion (three fourth of the Gross Sample) called Part-2 for determination of ash, moisture and GCV on Equilibrated basis .</p> <p>1.6.2 The Part-2 Sample shall be jointly reduced into laboratory sample on the date immediately following the date of collection. The final laboratory samples will be divided into two parts viz. <b>Set – I and Set – II</b></p> <ul style="list-style-type: none"> <li>Set – I shall be used for <b>joint</b> analysis of ash, moisture and GCVat loading end as per BIS standards IS 1350 Part 1-1984 and IS 1350 Part-II-1970 as applicable.</li> </ul>	<p><b>1.6 PREPARATION OF COLLECTED SAMPLES:</b></p> <p>1.6.1 The Gross Sample collected <i>at the loading end jointly by the representatives / Third parties of the Seller and the Purchaser</i> will be divided into two portions. One portion (one fourth of the Gross Sample) called Part-1 will be used for analysis of Total Moisture and the other portion (three fourth of the Gross Sample) called Part-2 for determination of ash, moisture and GCV on Equilibrated basis .</p> <p>1.6.2 The Part-2 Sample shall be jointly reduced into laboratory sample on the date immediately following the date of collection. The final laboratory samples will be divided into <i>three</i> parts viz. <b>Set – I , Set – II and Set-III</b></p> <ul style="list-style-type: none"> <li><i>Set – I shall be used for analysis of ash, moisture and GCV at Purchaser's end as per BIS standards IS 1350 Part 1-1984 and IS 1350 Part-II-1970 as applicable.</i></li> </ul>	

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	<ul style="list-style-type: none"> <li>Set – II shall be kept under joint seal of the Seller, Purchaser and the Third Party as referee sample in the safe custody of Third Party at the loading end for a period of fourteen days or until the analysis results of Set – I are accepted without dispute, whichever is earlier. The referee sample i.e. Set-II shall be destroyed after fourteen (14) days from the date of analysis of Set-I if no complaint is received.</li> </ul>	<ul style="list-style-type: none"> <li><i>Set – II shall be used for analysis of ash, moisture and GCV at Seller's end as per BIS standards IS 1350 Part 1-1984 and IS 1350 Part-II-1970 as applicable</i></li> <li><i>Set – III shall be kept under joint seal of the Seller, Purchaser and the Third Parties as referee sample in the safe custody of Third Parties at the loading end for a period of fourteen days or until the analysis results are accepted without dispute, whichever is earlier. The referee sample i.e. Set-III shall be destroyed after fourteen (14) days from the date of analysis of Set-II if no complaint is received.</i></li> </ul>	
	1.6.2(h) Such laboratory sample shall be divided into two equal i.e. Set-I, and Set-II as mentioned at 1.1(h). The sample shall be kept in glass or polythene container	Such laboratory sample shall be divided into three equal i.e. <i>Set-I, Set-II and Set-III</i> as mentioned at 1.1(h). The sample shall be kept in glass or polythene container	