

Comparative Provisions arising out of changes due to introduction of Third Part Sampling in place of Joint Sampling and analysis system for Existing Power (SEB & PPU) FSA Models:

Clause No	Existing Provision	New Provision
1.1(ii) Definition (Both SEB & PPU)	'Third Party' –(Not Existing)	"Third Party": The agency appointed for collection, preparation and analysis of coal samples at loading points and relevant documentation
Assessment of Quality of Coal Sample Collection		
4.7.1(i) – SEB	Samples of Coal shall be collected jointly by manual method during each of the shifts and at each of the Delivery Points for determining the quality of Coal provided that in case of loading through Silo the Seller shall install AMS within a period of 24 months of signing of this Agreement at all such Silo loading points which are not having AMS at present. The AMS existing at the Silo loading point shall be made operational by the Seller within a period of 6 months from the date of signing of this Agreement. In the event of AMS at Silo loading point not being operational beyond the above specified period, the sample shall be collected jointly through the AMS at the Purchaser's unloading point till such time the loading end AMS becomes operational. The Seller shall also ensure that AMS at the Silo loading points shall be operational for 90% of the period in a year. Also if, for any reason the AMS at Seller's Silo loading point remains non operational for a continuous period of more than 10 days, then the samples shall be collected jointly through the AMS at the Purchaser's unloading point till such time the loading end AMS becomes operational.	Samples of Coal shall be collected by <i>Third Party</i> by manual method during each of the shifts and at each of the Delivery Points for determining the quality of Coal provided that in case of loading through Silo the Seller shall install AMS within a period of 24 months of signing of this Agreement at all such Silo loading points which are not having AMS at present. The AMS existing at the Silo loading point shall be made operational by the Seller within a period of 6 months from the date of signing of this Agreement. In the event of AMS at Silo loading point not being operational beyond the above specified period, the sample shall be collected jointly through the AMS at the Purchaser's unloading point till such time the loading end AMS becomes operational. The Seller shall also ensure that AMS at the Silo loading points shall be operational for 90% of the period in a year. Also if, for any reason the AMS at Seller's Silo loading point remains non operational for a continuous period of more than 10 days, then the samples shall be collected jointly through the AMS at the Purchaser's unloading point till such time the loading end AMS becomes operational.
5.7.1 (i) PPU	Samples of Coal shall be collected jointly by manual method during each of the shifts and at each of the Delivery Points for determining the quality of Coal.	Samples of Coal shall be collected by the <i>Third Party</i> by manual method during each of the shifts and at each of the Delivery Points for determining the quality of Coal <i>in presence of representatives of Seller and Purchaser.</i>

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4.7.2 - SEB 5.7.2 - PPU	Detailed modalities for collection, handling, storage and preparation of joint samples shall be as per Schedule IV (For PPU Schedule V) to this Agreement.	Detailed modalities for collection, handling, storage and preparation of samples by <i>Third Party</i> shall be as per Schedule IV (For PPU Schedule V) to this Agreement.
4.7.3(i) - SEB 5.7.3 (i) - PPU	Sample preparation & analysis	
4.7.3(i) - SEB	Sample for determination of Total Moisture shall be segregated from the sample collected at the Delivery Point jointly by the Seller and the Purchaser, and prepared and analyzed, as per procedure given in Schedule-IV (For PPU Schedule V).	Sample for determination of Total Moisture shall be segregated from the sample collected at the Delivery Point by the <i>Third Party</i> , in presence of representatives of seller and Purchaser and prepared and analyzed, as per procedure given in Schedule-IV (For PPU Schedule V).
4.7.3(ii)(a) - SEB	The Gross Sample collected from a rake and/or day's supply for determination of moisture, ash & GCV on equilibrated basis 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. Set - I and Set - II, as follows;	The Gross Sample collected as per clause 4.7.1 (i) & 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 laboratory samples will be divided into two parts viz. Set - I and Set - II, as follows;
5.7.3(ii)(a) - PPU	<ul style="list-style-type: none"> Set - I shall be used for joint analysis to determine the ash, moisture and GCV as per BIS standards IS 1350 Part-I, 1984 and IS 1350 Part-II-1970 respectively. Set - II shall be kept under joint seal as referee sample in the safe custody for a period of fourteen (14) days or until the analysis results of Set - I are accepted without dispute, whichever is earlier. 	<ul style="list-style-type: none"> Set - I shall be used for analysis to determine the ash, moisture and GCV as per BIS standards IS 1350 Part-I, 1984 and IS 1350 Part-II-1970 respectively. 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.
4.7.3(ii)(c) - SEB	Set-I of the laboratory sample as prepared shall be jointly analyzed at the Seller's laboratory 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 moisture and GCV.	Set-I of the laboratory sample as prepared shall be analyzed by the <i>Third Party</i> in the laboratory 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 moisture and GCV.
5.7.3(ii)(c)- PPU	In the event of any dispute (which shall be raised	In the event of any dispute (which shall be raised not later
4.7.3(ii)	In the event of any dispute (which shall be raised	In the event of any dispute (which shall be raised not later

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(d) - SEB	not later than forty-eight (48) hours after analysis) at the time of joint analysis, the referee sample as in Set- II 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 mutually agreed Government laboratory.	than forty-eight (48) hours after analysis) at the time of <i>Third Party</i> analysis of Set-I, the referee sample as in Set- II 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 mutually agreed Government laboratory
5.7.3 (ii)(d) - PPU	In the event of any dispute (which shall be raised not later than forty-eight (48) hours after analysis) on the joint analysis of set - I, the stand-by sample as in set - II shall be analyzed jointly at the Seller's Laboratory at the loading end within seventy two (72) hours of the dispute but not later than eight (8) days of the collection of samples.	<i>The cost incurred for the analysis of the Referee sample including cost of transportation to the Government Laboratory shall be borne total by the Party raising the dispute.</i>
4.7.5 - SEB	All tools, tackles required for collection of joint samples, its preparation and all laboratory facilities for the purpose of analysis of samples shall be provided by the Seller as per the provision of this Agreement.	All tools, tackles -required for collection of samples, its preparation and all laboratory facilities for the purpose of analysis of samples shall be <i>arranged</i> by the Seller as per the provision of this Agreement.
5.7.5 - PPU	In the event that no sample is collected 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.	(a) <i>In the event for any reason whatsoever Third Party sampling & analysis could not be conducted, joint sampling & analysis shall be carried out by the Seller in presence of the purchaser at the loading end.</i> (b) In the event that no sample is collected either by the <i>Third Party or Seller as mentioned at (a) above</i> 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.
4.7.7 - SEB	Not existing	<i>In the event the Purchaser fails /declines to participate in the process of sampling and analysis by the designated Third Party as mentioned at clause 4.7.1(i) & 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.</i>

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11.2.1- SEB	[First Para] Provided that in the event no sample is collected 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.	[No change in first Para] (a) In the event for any reason whatsoever Third Party sampling & analysis could not be conducted, joint sampling & analysis shall be carried out by the Seller in presence of the Purchaser at the loading end. (b) In the event that no sample is collected either by the Third Party or Seller 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 - PPU		
Heading	Schedule-IV: For SEB Model & Schedule-V: For PPU Model	Detailed modalities for Third Party sampling
1.0	Detailed modalities for Joint sampling	Detailed modalities for Third Party sampling
1.1(b)	Modalities for collection, handling, storage and Preparation of joint sampling. 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 representatives of Seller and Purchaser.	Modalities for collection, handling, storage and Preparation of Third Party sampling. 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 representatives of Seller, Purchaser and Third Party
1.1(g)	Monthly statements containing the details of each and every analysis result finalized during a month based on joint/ referee analysis, as the case may be, shall be prepared indicating inter-alia the quantity of Coal covered by the respective analysis results. Such monthly statements shall be duly authenticated jointly, as applicable and respective analysis results shall be applied to the corresponding quality of Coal for billing/ commercial purpose	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 Third Party
1.1(h)	The final pulverized sample shall be divided into two equal parts. One part shall be kept for	The final pulverized sample shall be divided into two equal parts. One part shall be kept for analysis at the Seller's

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1.1(i)	<p>analysis at the Seller's laboratory at loading end and the second part will be retained as referee sample under the joint custody and seal of Seller and Purchaser at the loading end</p> <p>Samples drawn at loading ends shall be analyzed in designated laboratories at loading end in the presence of Seller and Purchaser</p>	<p>laboratory at loading end by the <i>Third Party</i> and the second part of the sample (Referee Sample) to be retained by the third party in double sealed condition duly signed by the representatives of Seller, Purchaser and the <i>Third Party</i> and kept in safe custody at the loading point by the <i>Third Party</i>.</p> <p>Sample drawn at loading ends shall be analyzed by the <i>Third Party</i> in colliery laboratory at loading end or nearby laboratory of Coal Company available in the presence of Seller and Purchaser.</p>
COLLECTION OF SAMPLES OF COAL DESPATCHES BY ROAD		
1.3(b)	<p>The first truck for joint sampling on a day shall be selected randomly from the first eight trucks placed for loading by the Purchaser. Every eighth (8th) truck there after shall be subjected to joint sampling.</p>	<p>The first truck for <i>Third Party</i> sampling on a day shall be selected randomly from the first eight trucks placed for loading by the Purchaser. Every eighth (8th) truck there after shall be subjected to <i>Third Party</i> sampling.</p>
1.4	COLLECTION OF SAMPLES FROM CONVEYOR BELT	COLLECTION OF SAMPLES FROM CONVEYOR BELT/ROPEWAYS/ PIPELINE
1.6	PREPARATION OF MANUALLY COLLECTED SAMPLES	PREPARATION OF COLLECTED SAMPLES
1.6.2	<ul style="list-style-type: none"> Set - I shall be used for joint 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 Set - II shall be kept under joint seal as referee sample in the safe custody for a period of fourteen days or until the analysis results of Set - I are accepted without dispute, whichever is earlier. 	<ul style="list-style-type: none"> Set - I shall be used for 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 Set - II shall be kept under joint seal of the Seller, Purchaser and the <i>Third Party</i> as referee sample in the safe custody of <i>Third Party</i> 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. <i>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.</i>
1.6.2(i)	<p>All tools and tackles, plastic bags, sealing compound and other items required for collection, preparation, storage and analysis of the sample shall be provided by the Seller.</p>	<p>All tools and tackles, plastic bags, sealing compound and other items required for collection, preparation, storage and analysis of the sample shall be <i>arranged</i> by the Seller.</p>

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2.0(a)	<p>PREPARATION OF TOTAL MOISTURE SAMPLE</p> <p>Part - 1 Sample shall be analyzed jointly at the Delivery Point for determination of Total Moisture as per IS: 1350(Part -I) - 1984.</p>	<p>NATION OF TOTAL MOISTURE</p> <p>Part - 1 Sample shall be analyzed by the Third Party at the loading Point for determination of Total Moisture as per IS: 1350(Part -I) - 1984.</p>
2.0 (b)	<p>For rail supplies, rake wise Surface Moisture shall be determined at loading end. For supplies by modes other than rail, Surface Moisture shall be determined jointly at loading end on daily basis.</p>	<p>For rail supplies, rake wise Surface Moisture shall be determined at loading end. For supplies by modes other than rail, Surface Moisture shall be determined by the Third Party at loading end on daily basis.</p>
2.0(c)	<p>The samples shall be divided into two parts and shall be sealed in two previously weighed air tight plastic containers duly labeled and coded as Set-ITM and Set-IITM (the weight shall include any sealing material to be used also). Weight of each part of such sample shall be minimum 5 kg. The second set Set-IITM of Coal samples shall be set aside as referee sample. All the containers shall be sealed at the time of sample collection in such a manner that there is no loss of moisture. All the containers, after the collection of the sample and sealing, shall be individually weighed. All the weights, before and after the collection of samples shall be jointly recorded.</p>	<p>The samples shall be divided into two parts and shall be sealed in two previously weighed air-tight plastic containers duly labeled and coded as Set-ITM and Set-IITM (the weight shall include any sealing material to be used also) immediately. Weight of each part of such sample shall be minimum 5 kg. The second set Set-IITM of Coal samples shall be set aside as referee sample. All the containers shall be sealed at the time of sample collection in such a manner that there is no loss of moisture. All the containers, after the collection of the sample and sealing, shall be individually weighed. All the weights, before and after the collection of samples shall be recorded by the Third party.</p>
2.0(d)	<p>An empty tray measuring 4 feet x 3 feet shall be weighed. The sample for joint analysis shall be spread in this tray. The weight of Coal of the tray shall be recorded.</p>	<p>An empty tray measuring 1000 cm² (1 ft x 1 ft-approx) shall be weighed. The sample for analysis shall be spread in this tray. The weight of Coal of the tray shall be recorded.</p>
2.0(n)	<p>Based on the above procedure, the Total Moisture shall be computed jointly</p>	<p>Based on the above procedure, the Total Moisture shall be computed by the Third Party</p>
2.0 (o)	<p>All tools and tackles, plastic bags, sealing compounds and other items required for collection, preparation, storage and analysis of the sample shall be provided by the Seller</p>	<p>All tools and tackles, plastic bags, sealing compounds and other items required for collection, preparation, storage and analysis of the sample shall be arranged by the Seller</p>