

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

Clause No	Existing Provision	New Provision
1.1(ss) 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
<b>Assessment of Quality of Coal Sample Collection</b>		
4.7.1(i) - SEB	Samples of Coal shall be collected jointly either manually or through any suitable mechanical sampling arrangement including Augur Sampling method at each of the Delivery Points for determining the quality of Coal.	Samples of Coal shall be collected by the <i>Third Party</i> either manually or through any suitable mechanical sampling arrangement including Auger Sampling method if physically operationable, at each of the Delivery Points for determining the quality of Coal <i>in presence of representatives of Seller and Purchaser</i> .
5.7.1 (i) - PPU	Detailed modalities for collection, handling, storage and preparation of joint samples shall be as per 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 V to this Agreement.
<b>Sample preparation &amp; analysis</b>		
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-V.	Sample for determination of Total Moisture shall be segregated from the sample collected at the Delivery Point by the <i>Third Party</i> , and prepared and analyzed, as per procedure given in Schedule-V.
5.7.3 (i) - PPU	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) for SEB & 5.7.1 (i) for PPU 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;
Daily Gross Sample	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	<ul style="list-style-type: none"> <li>• Set - I shall be used for <i>third party</i> 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> </ul>



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	<ul style="list-style-type: none"> <li>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.</li> </ul>	<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 (14) days or until the analysis results of Set - I are accepted without dispute, whichever is earlier.</li> </ul>
4.7.3(ii)(c) - SEB	<p>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.</p>	<p>Set-I of the laboratory sample as prepared shall be analyzed by the Third Party 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.</p>
5.7.3(ii)(c)- PPU	<p>In the event of any dispute (which shall be raised 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.</p>	<p>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 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.</p>
4.7.3(ii) (d)- SEB	<p>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.</p>	<p>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.</p>
5.7.3 (ii)(d) - PPU	<p>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.</p>	<p>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 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.</p>
		<p>The cost incurred for the analysis of the Referee sample including cost of transportation to the Government Laboratory</p>

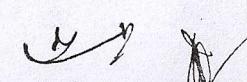



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4.7.5 - SEB 5.7.5 - PPU	All tools, tackles required for collection of joint samples, its preparation and all laboratory facilities for the purpose of joint analysis of samples shall be provided by the Seller as per the provision of this Agreement.	shall be borne total by the Party raising the dispute.
4.7.6 - SEB 5.7.6 - 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) In the event of 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.
4.7.7 - SEB 5.7.7 - PPU New Clause		<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) for SEB &amp; 5.7.1 (i) for PPU, 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>
11.2.1 - SEB 12.2.1 - PPU	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.	<b>Adjustment for analyzed quality/ Grade</b>  (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 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.

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	<b>Schedule-V: For Both SEB &amp; TPU Models</b>		
Heading	Detailed modalities for Joint sampling	Detailed modalities for Third Party sampling	
1.0	Modalities for collection, handling, storage and preparation of joint sampling.	Modalities for collection, handling, storage and preparation of Third Party sampling.	
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 representatives of Seller and Purchaser.	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 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	The final pulverized sample shall be divided into two equal parts. 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 Third Party and kept in safe custody at the loading end by the Third Party.	
1.1(i)	Samples drawn at loading ends shall be analyzed in designated laboratories at loading end in the presence of Seller and Purchaser	Sample drawn at loading 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	
1.2(k)	In case of having live overhead traction line, the parties shall ensure that the power supply in the over head traction is switched off to facilitate collection of joint samples from BOX / BOBR wagons pursuant to points (d) to (g) above		Unchanged




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<b>COLLECTION OF SAMPLES OF COAL DESPATCHES BY ROAD</b>		
1.3(b)	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 (8 <sup>th</sup> ) truck there after shall be subjected to joint sampling.	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 (8 <sup>th</sup> ) truck there after shall be subjected to the <i>Third Party Sampling</i> .
1.4	<b>COLLECTION OF SAMPLES FROM CONVEYOR BELT</b>	<b>COLLECTION OF SAMPLES FROM CONVEYOR BELT/ROPEWAYS/ PIPELINE</b>
1.6	<b>PREPARATION OF MANUALLY COLLECTED SAMPLES</b>	<b>PREPARATION OF COLLECTED SAMPLES</b>
1.6.2	<ul style="list-style-type: none"> <li>Set – I shall be used for joint analysis of ash, moisture and GCV at loading end as per BIS standards IS 1350 Part 1-1984 and IS 1350 Part-II-1970 as applicable</li> <li>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.</li> </ul>	<ul style="list-style-type: none"> <li>Set – I - Unchanged.</li> <li>Set – II shall be kept under <i>joint seal of the Seller, Purchaser and the Third Party as referee sample in the safe custody of Third Party at the loading end</i> 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></li> </ul>
1.6.2(i)	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.	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.
<b>PREPARATION OF TOTAL MOISTURE SAMPLE AND DETERMINATION OF TOTAL MOISTURE</b>		
2.0(a)	Part – 1 Sample shall be analyzed jointly at the Delivery Point for determination of Total Moisture as per IS: 1350(Part -I) - 1984.	Part – 1 Sample shall be analyzed by the <i>Third Party</i> at the loading Point for determination of Total Moisture as per IS: 1350(Part -I) - 1984.
2.0 (b)	For rail supplies, rake wise Surface Moisture shall be determined at loading end. For supplies by modes other than rail, Surface Moisture shall be	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 <i>Third Party</i>



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2.0(c)	determined jointly at loading end on daily basis.	at loading end on daily basis.
2.0(d)	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-I™ and Set-II™ (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-II™ 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 <i>Third party</i> .	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-I™ and Set-II™ (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-II™ 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 <i>Third party</i> .
2.0(n)	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.	An empty tray measuring $1000 \text{ cm}^2$ ( $1 \text{ ft} \times 1 \text{ ft}$ -approx) shall be weighed. The sample for analysis shall be spread in this tray. The weight of Coal of the tray shall be recorded.
2.0(o)	Based on the above procedure, the Total Moisture shall be computed jointly	Based on the above procedure, the Total Moisture shall be computed by the <i>Third Party</i>
2.0 (o)	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	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