

EXPRESSION OF INTEREST (EOI)

FOR

EMPANELMENT OF ADVERTISING AGENCIES

IN

CENTRAL COALFIELDS LIMITED



CENTRAL COALFIELDS LIMITED

(A Mini Ratna Co. & Subsidiary of Coal India Limited)

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Fuelling Sustainable Growth

CENTRAL COALFIELDS LTD.

सेन्ट्रल कोलफील्ड्स लिमिटेड

(भारत सरकार का एक उपक्रम / कोल इंडिया लि. की एक अनुषंगी कंपनी)

पंजीकृत कार्यालय : दरभंगा हाउस, राँची 834 001 (झारखण्ड)

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NIT No: CCL/PRD/Empanelment/EOI/2024/-25/03

Dated: 09 / 04/2024

Invitation for Expression of Interest (EOI)

Name of Work: EOI for Empanelment of INS Accredited Advertising Agencies in Central Coalfields Limited (CCL)

Central Coalfields Limited (A Miniratna Company), a subsidiary company of Coal India, invites online applications against Expression of Interest (EOI) on the website <https://coalindiatenders.nic.in> from the eligible bidders/applicants having valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for “**Empanelment of Advertising Agencies in Central Coalfields Limited (CCL)**” who can provide complete solution for its advertising and publicity requirements.

1. TIME SCHEDULE OF EOI INVITATION:

SN	Particulars	Date	Time
1	EOI e-Publication Date	09/04/24	6:50 PM
2	Document Download Start Date	09/04/24	6:50 PM
3	Document Download End Date	27/04/24	5:00 PM
4	Bid/Application Submission Start Date	10/04/24	10:00 AM
5	Bid/Application Submission End Date	27/04/24	5:00 PM
6	Start Date for Seeking Clarification on-line	09/04/24	6:50 PM
7	Last date for Seeking Clarification on-line	20/04/24	5:00 PM
8	Bid/Application Opening date	29/04/24	11:00 AM

2. **AVAILABILITY OF EOI DOCUMENTS:** The EOI document, including terms and conditions of work is available on e-procurement portal (<https://coalindiatenders.nic.in>), CCL’s website <https://centralcoalfields.in> and www.eprocure.gov.in as per the time schedule mentioned above in table and can be downloaded directly from the above websites. Bidders/Applicants

are requested to download the same and submit/upload in accordance with instructions related to submission of bid/application mentioned in EOI.

Application in any other format would not be considered and conditional applications would be summarily rejected.

3. EMD & APPLICATION FEE/ COST OF EOI DOCUMENT: NIL

4. MODIFICATION IN EOI DOCUMENT: After publication, change in EOI document or any addendum/corrigendum/date extension etc. in respect of above EOI document, if any, shall be informed only through e-procurement portal (<https://coalindiatenders.nic.in>). No separate notification shall be issued in the press or be intimated through any other medium/channel. Bidders/Applicants are therefore requested to visit the website regularly to keep themselves updated.

5. SUBMISSION OF APPLICATIONS FOR EMPANELMENT: Applicants shall upload/submit their bids/applications along with the supporting documents in the e- procurement portal (<https://coalindiatenders.nic.in>) within the stipulated date of bids/applications submission.

- a) In order to submit the bid/application, bidders/applicants have to get themselves registered online on the e-procurement portal (<https://coalindiatenders.nic.in>) with valid **Digital Signature Certificate** (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the bidders/applicants on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder/applicant, whereas DSC holder may be either bidder/applicant himself or his duly authorized person.
- b) The bidders/applicants have to accept unconditionally the **online user portal agreement** which contains the acceptance of all the Terms and Conditions of EOI including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder/applicant on-line in order to become an eligible bidder/applicant. No conditional bid shall be accepted.
- c) In case of number of bids/applications received is/are less than three, bids/applications submission date shall be extended by four days only for one time.
- d) All bids/applications are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line.
- e) It is the bidder/applicant's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender

portal. Under any circumstances CCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

- **AUTO EXTENSION OF DATES OF RECEIPT & OPENING OF APPLICATIONS FOR EMPANELMENT:** If number of bids/applications received online is found to be less than three on end date of bid/application submission then the following critical dates of the invitation of EOI will be automatically extended initially for a period of four days.
 - Last date of submission of bid/application
 - Date of opening of bid/application.

If any of the above extended dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal, then the same is to be rescheduled to the next working day. This extension will be also applicable in case of receipt of zero bids.

On the scheduled date & time, the bids/applications will be decrypted and opened on-line, by the bids/applications openers with their Digital Signature Certificate (DSC).

The empanelment committee will evaluate the qualification status of bidders/applicants on the basis of scanned copy of documents uploaded till bid/application submission end date or extension thereof and prepare list of **confirmatory documents required from the bidder/applicant**. The bidders/applicants shall be informed online about deficiency in uploaded documents by a bidder/applicant clearly indicating the omissions/shortcomings in the uploaded documents specifying time within which bidders are required to upload scanned copy of the desired shortfall documents.

6. PROCESS OF EVALUATION & EMPANELMENT:

- a. An initial screening of all the bids/applications will be undertaken by evaluator/empanelment committee based on the scanned copy of documents submitted by bidders/applicants.
- b. The Committee, after evaluation of all the bids on the basis of eligibility criteria as laid down in Section II entitled “ELIGIBILITY CRITERIA FOR EMPANELMENT OF ADVERTISING AGENCIES” shall recommend the name of the eligible advertising agencies for empanelment.
- c. Letter of award/acceptance for empanelment will be issued to the selected advertising agencies which will form a binding contract between the selected agency and CCL.

- d. For this, the process flow is planned as follows:
- i.** On the scheduled date & time, the bids/applications will be decrypted and opened on- line by the bid/application openers of CCL. The empanelment committee will evaluate the qualification status of bidders/applicant on the basis of scanned copy of documents uploaded before submission end date or extension thereof.
 - ii.** If they conform to all the eligibility criteria/do not change the eligibility status of the bidder/applicant, then the bidder will be considered eligible for empanelment.
 - iii.** If a bidder/applicant does not conform to all the eligibility criteria, the evaluators shall prepare a list of confirmatory documents. The bidders shall be intimated by system generated e-mail and SMS as well as through designated site i.e. e-procurement portal (<https://coalindiatenders.nic.in>) enclosing list of confirmatory documents specifying time within which bidders/applicant are required to upload scanned copy of the desired confirmatory documents.
 - iv.** In case the Empanelment Committee finds that there is some deficiency in uploaded documents by a bidder/applicant then the same will be specified online only through e-procurement portal (<https://coalindiatenders.nic.in>) by evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 07 days (07 x 24 hours) time for online re-submission only through e-procurement portal (<https://coalindiatenders.nic.in>) by the concerned bidder. Information shall be sent by system generated email and SMS, but it will be the bidder/applicant's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid/application. No separate communication will be required in this regard. Non-receipt of e-mail will not be accepted as a reason of non-submission of documents within prescribed time. The bidder/applicant will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online only through e-procurement portal (<https://coalindiatenders.nic.in>) within the specified period of 07 days.
 - v.** The bid/application will be evaluated on the basis of documents uploaded by the bidder/applicant online only through e-procurement portal (<https://coalindiatenders.nic.in>). The bidders/applicants are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of bid/applications.
 - vi.** In case none of the bidder/applicant complies the eligibility criteria, then re-invitation for submitting EOI will be done (with the same or different scope, eligibility criteria as per requirement).

EMPANELMENT OF INS ACCREDITED ADVERTISING AGENCIES IN CENTRAL COALFIELDS LTD

- vii. It is responsibility of bidders/applicants to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
 - viii. The selected agencies as above shall be issued Letter of Award/Acceptances for empanelment.
7. **One Bid/Application per Bidder/Applicant:** Each bidder/applicant shall submit only one bid/application, either individual/proprietor, or as a partner in a partnership firm or a company. A bidder/applicant who submits or participates in more than one bid/application will cause all the proposals with the bidder/applicant's participation to be disqualified.
 8. **Canvassing in connection with the EOI in any shape or form is strictly prohibited and bid/application submitted by such bidder/applicant who resort to canvassing shall be liable for rejection.**
 9. **CCL reserves the right to reject all or any of the application, wholly or partly, without assigning any reason whatsoever.**
 10. **Clarification of EOI:** The bidder/applicant may seek clarification online within the specified period. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of EOI. The period for seeking clarification by bidder will be up to 7 (seven) days before the end date of bid submission. The replies to clarifications sought by bidders should be given by the department at least 2 (two) days before the end date of bid submission.
 11. All Empaneled Agencies shall have to comply with "Terms and Conditions" as given in EOI document (Section VI)

SECTION-II

ELIGIBILITY CRITERIA FOR EMPANELMENT OF ADVERTISING AGENCIES:

The invitation for submitting EOI/bid online is open to all bidders/applicants including proprietorship firm, partnership firm, company registered under Companies Act or any legal entity. The bidder/applicant having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, shall be eligible to participate only if they fulfil the eligibility criteria laid down separately as under.

1. The Agency must be in the field of advertising, Media and Public Relations work for a period of at least **10 years** ending last day of the month previous to one in which the EOI is invited.
2. The Agency must have continuous and regular, full accreditation with Indian News Paper Society for at least last **5 years** ending last day of the month previous to one in which the EOI is invited.
3. The agency must have a GST registration.
4. The Agency must have an office in **RANCHI**.

Note:

- a. Successful Applicant shall have to submit valid INS certification before issue of letter of empanelment from CCL. Further, the empaneled agencies shall have to **maintain “full INS accreditation” throughout the period of empanelment** with CCL. The agency shall be bound to produce INS accreditation certificate as and when sort by CCL.
- b. It is mandatory for successful bidders/applicants (empaneled advertising agencies) to inform/intimate at the earliest to the CCL management/PR Department, CCL, if its INS accreditation is cancelled at any point of time during the tenure of empanelment
- c. Cancellation of INS accreditation during empanelment process or at any point of time during the tenure of empanelment with CCL will lead to rejection or termination of empanelment of advertising agency as the case may be.
- d. Applicants fulfilling eligibility criteria SI No 1, 2 3 & 4 above are required to upload the documents as per **Qualification Requirement** mentioned in **Section V**

**List of documents to be uploaded along with duly filled Annexure I and against Eligibility Criteria.
(The documents as per Qualification Requirements are in addition the below given list) (Refer Section V)**

SN	ELIGIBILITY CRITERIA	Upload digitally signed Scanned copy from the given list documents in support of Eligibility Criteria for the Empanelment
1.	The Agency must be in the field of advertising, Media and Public Relations work for a period of at least 10 years ending last day of the month previous to one in which the EOI is invited.	Any one of the following valid documents issued from the client 1. Award Letter And Experience Certificate Or 2. Documentary proof issued by respective clients, clearly establishing the proof of work-experience during the required period as per eligibility criteria.
2.	The Agency must have continuous and regular, full accreditation with Indian News Paper Society for at least last 5 years ending last day of the month previous to one in which the EOI is invited.	Valid Certificate of accreditation issued from INS.
3.	The Agency must have an office in <u>RANCHI</u> .	Any one of the following valid documents 1. Commercial Electricity Bill 2. Rent Agreement 3. Ownership Deed 4. Registration Certificate
4	The agency must have GST registration	Registration certificate of GST

SECTION-III

DURATION OF EMPANELMENT OF ADVERTISING AGENCIES

1. The empanelment of advertising agencies will be done for **all eligible advertising agencies meeting the qualification requirements as per EOI documents** for executing CCL's Print Media and other plans. The empanelment of selected agencies shall be for a period of **03 (three) years**, from the date of empanelment, if required, which may be extended for a period of six months at a time, maximum up-to one year, depending on performance of the empaneled agencies, at the same terms and conditions of empanelment, after obtaining competent approval for each extension.
2. **Performance:** The empanelment of agency will be valid for three years. However, the performance of the agency shall be continuously monitored and in case of incidence of non-performance(s), CCL reserves the right to stop giving business without assigning any reason there of and/or terminate the empanelment.
3. CCL will have right to remove any agency from the empaneled list without assigning any reason whatsoever, such decision shall be final and binding on empaneled agencies.

SECTION-IV

SCOPE OF WORK FOR EMPANELED AGENCIES:

The scope of work for the empaneled agencies is defined below. Any other work related to corporate publicity, printing or any other work with regard to public relations/brand building etc., will also be forming part of the scope as is decided by CCL time to time. It does not guarantee any work to empaneled agencies, as such. The following “Scope of Work” is only a tentative outline of expected nature of works.

- a. Designing, conceptualization, translation and media management including release of Advertisement in print/electronic/social media etc. for Central Coalfields Limited.
- b. Publication of advertisements/tenders/notices/gazettes/appointment notices etc.
- c. Publications of corporate/goodwill advertisement and preparation of art work for such advertisement.
- d. Designing of display advertisement, production of audio-visual advertisement etc. for print/electronic/social media etc. (as applicable) for Central Coalfields Limited.
- e. Designing, Printing and Production of House Journal/Magazines/Coffee Table Book/ Corporate Brochures/Booklets/ Information leaflets/Banners/Posters etc.
- f. Corporate Campaigns including event management.
- g. Other Outdoor Advertisements, hoardings, banners, Lit boards etc.
- h. Organizing Exhibitions (including preparation of stall), Seminars, and Conferences etc.
- i. Organizing Press Conference, Press Meet, and Press Events by associating the print/electronic/social media for various events/ developments in major cities across India. It will be the responsibility of the agency to have these meets/ events prominently covered in the print/electronic/social media etc.
- j. To formulate a long-term strategic plan for CCL’s corporate communication and image building.
- k. To advise a proper advertising/publicity policy for CCL commensurate with its corporate size and to augment CCL’s corporate brand image through all sectors of media viz. electronic, print and internet.
- l. Any other work related to corporate communication, public & media relations, advertising/ publicity, branding etc. for CCL
- m. Displays for sharing from Social Media handles of the company.

SECTION-V

QUALIFICATION REQUIREMENT:

SN	Qualification Requirements (QR)	Corresponding Scanned copy of documents, to be uploaded by bidders/applicants are as follows:
1	Application for Empanelment	Application for empanelment as per format provided (Annexure I) in EOI document, dully filled in along with enclosures.
2	Proof of legal status of applicant	(whether Proprietorship/Partnership/Limited Company) (Affidavit or any other document to prove proprietorship/Individual status of the bidder or Partnership deed containing name of partners (if it is partnership firm) or Memorandum & Article of Association with certificate of incorporation (if it is a limited company)).
3	Power of Attorney (POA)/Authorization	Power of Attorney (POA)/Authorization in favor of Authorized Signatory of the application against EOI, if applicable
4	PAN	Copy of PAN
5	GST	<p>Copy of GST Registration</p> <p>a. Status: GST registered Bidder/Applicant (but not under composition scheme)</p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p>
6	Digital Signature Certificate (DSC)	<p><u>Valid Digital Signature Certificate</u></p> <p>If the bidder/applicant himself is the DSC holder bidding/submitting/uploading documents online, then they have to submit undertaking in this regard.</p> <p>However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid/apply (submit application) on behalf of the bidder/applicant</p>
7	Affidavit regarding Genuineness	An Affidavit regarding genuineness of information, documents, and other issues like PF, contract labor etc. as per format in bid document. (Annexure II)

Note:

1. Any other document(s) required as per bid document.
2. If needed, the agency can use separate sheets for explaining the above points.
3. All the application forms should be complete and uploaded with the required certificate/documents mentioned therein. If any one of the above documents, required to be submitted along with the EOI, is found wanting, the offer is liable to be rejected at that stage.

However, CCL may call for any clarification regarding the document submitted with application and may also ask for submission of any missing/supportive information/ document(s) in reference to the application within a stipulated time period. In such case(s), the applicant/bidder shall have to comply with CCL's requirement within the specified time. In case of non-compliance to such queries, the bid/application is liable to be rejected.

4. In reference to above point (point no. 3), information shall be sent by system generated email and SMS, but it will be the bidder/applicant's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid/application. No separate communication will be required in this regard. Non-receipt of e-mail will not be accepted as a reason of non-submission of documents within prescribed time.
5. Sub-Contractors experience and resources will not be considered for determining the applicant's compliance with qualifying criteria.
6. In case none of the bidder/applicant complies with the eligibility criteria, then EOI will be invited again from start (with the same or different scope, eligibility criteria as per requirement).
7. It is responsibility of bidder/applicant to submit legible/clearly readable copy of all the required documents as mentioned above.

SECTION-VI

TERMS AND CONDITIONS OF EMPANELMENT

The empaneled agencies shall have to comply with the following:

1. The Agency shall nominate a person/in-charge of Ranchi Office for co-ordination with CCL and share his/her contact details.
2. The agency shall make available the complete contact address of its Directors and local representative to CCL and update for subsequent change of details, if any.
3. CCL being a prime energy provider in the country, many of the requirements could be of urgent nature. The agencies have to respond to such demands despite holidays/beyond office hours.
4. Although, it would be endeavor of CCL to distribute jobs equitably among the empaneled agencies. **However, CCL reserves the right to allocate the job amongst the empaneled agencies on its own discretion.**
5. **Mere empanelment does not confer automatic rights to any agency to secure/procure jobs.** Notwithstanding the empanelment, CCL will be at liberty to award any assignments as outlined in the scope of work to any agency other than those empaneled depending on the situation and requirement. The decision of CCL in this regard, shall be final.
6. As and when required and intimated, the agency will have to (a) collect the matter of advertisement/notice/display/NIT etc. (b) club the matter (c) translate in the language to be published, if required (d) edit these as advised (e) compose these in the specified typed face (f) prepare the final art work (g) put up the final art work within given/communicated time period (as per the requirement) for final approval and publication. However, the agency will bear complete responsibility to publish the advertisement without any mistake in the given newspapers in stipulated time period and the advertisement should be published in financially viable manner as per the guidelines.
7. CCL will not pay any fee to the advertising agencies over and above the rates charged by the newspaper/media. No charges will be paid for designing, artwork, materials, photography, language translation and any expenditure associated with developing for release of an advertisement in any media.
8. CCL reserves the right to approach media directly for release of advertisement if the situation so demands. If required, the empaneled agency (ies) may be asked for designing/ artwork of the advertisement to be released directly by CCL. In such cases, the agency (ies) shall be paid for such design work/ art work at rates fixed by CCL.
9. For activities like production of Film/TVC/Radio Jingle/Brochure/Posters/documentary etc., arranging Press Meets, organizing exhibitions, event management, social media display etc.

where no fixed rates are available, the rates will be decided on case-to-case basis. It may be either through quotations obtained from empaneled agencies depending upon the nature of work or approved rates.

10. However, CCL may invite offers from non-empaneled agencies/organizations/firms (not necessarily INS accredited), if the conditions so warrant considering location/nature/urgency of work etc. as judged by competent authority or in case no quotation is received from empaneled agencies.
11. Immediately after publication of the advertisement/notices/display/NIT or execution of any other work assigned by CCL, tear sheets/photographs/telecast certificate/agency certificate/ anyother relevant document along with the soft/hard copy of the matter/work/record/ film/ any other related proof as applicable thereof should be submitted to the Public Relations Department, CCL and to all the concerned indenting authorities (e.g. issuing authority of the NIT) confirming the execution of work order issued by CCL. Wherever this has to be sent by post/courier as well as online, acknowledgment is advised to be obtained by agency.
12. In case of any mistake in printing, translation or typographical error in published matter due to fault of the agency/newspaper, the agency will publish corrigendum, FREE OF COST promptly i.e. well before or during the date of sale of tender documents with permission from the authorities concerned or as directed.
13. CCL has the right to use the advertisements/visuals/audio/films etc. cleared for release for its own future purpose without any financial obligations towards the agency. CCL may ask the agency to deposit one set of positives/Soft copy of Ad of such releases at no extra cost.
14. The agency shall be responsible for obtaining rights for the models/visuals used in CCL Ads. The agency shall indemnify CCL against any such claim whatsoever arising out of such use during the specified period. The period may be clearly stated by the agency in view of clause '13'.
15. **Delayed Publication/Non-Publication or Delayed/Non-Execution of Work Assigned:**
 - A. In case an advertisement is published or any assigned work is executed by an empaneled agency against a work/release order for a particular assignment, in such a manner that a part or whole work is published/executed after the due date, HOD (PR) will have discretion to deduct the amount from the bill of the agency corresponding to the part of the publication/work delayed, if it is ascertained from the indenting authority of publication/work that the purpose of publication of NIT/Notice etc. or the assignment executed has been defeated on account of delayed publication or execution.

The payment on such account to the newspaper/newspapers or any other third party shall be borne by the defaulting agency.

- B.** In case re-tendering is necessitated solely on account of delayed publication of NIT/notices, the advertising agency will have to publish such tender at their risk and cost.
- C.** However, if it is ascertained from the issuing authority of NIT/Notice etc. or the concerned department that delayed/faulty publication or execution of the work has in any way affected the purpose of tender or the work assigned, a penalty of 15% only may be deducted on this count from the bill of that particular agency at the discretion of HOD(PR). However, the full payment to the newspaper/newspapers or to any other third party shall be borne by the defaulting agency at their own cost.
- D.** Delayed publication beyond three days from the date of publication stipulated in Release order would be treated as non-publication and would be viewed seriously. While no payment whatsoever will be made for such publication, it may attract termination of empanelment if the explanation offered by the agency does not appear to be satisfactory. The payment to the newspaper/newspapers may be borne by the defaulting agency at their own cost.
- E.** If there is any deviation related to NIT in such circumstances GM/HoD (PR) will be the competent authority for temporary suspension/ any punitive action and resumption of work. However, in case of agency losing its INS accreditation or has to be terminated, the same will be terminated by the competent authority i.e. Director (Personnel) with recommendation of GM/HoD (PR)

16. Bid Price/Cost of EOI: Bidders/Applicants are not required to quote any price. The instant EOI will close after selection of empaneled agencies who will be allocated services as detailed inscope of work or new requirement(s), if any, during the period of empanelment including extension, if any.

17. Applicable Rates:

- A. Commercial/DAVP rate for advertisement services:** Jobs related to all type of advertisement in newspaper, trade journals, magazines or any other media etc. for which commercial rates/DAVP rates are notified by newspaper/trade journals/magazines/ channels etc. and approved by CCL, shall be executed by empaneled agencies.

The advertisement rate should be charged at the rock bottom commercial rate of the concerned newspaper and not higher than the rate charged from other PSUs/CIL and its subsidiaries.

- B. Exhibition and Other works (with no Commercial/DAVP rates):** Quotation from among the empaneled agencies will be obtained for such jobs and work will be assigned to L1 quotation from among the empaneled agencies.

However, CCL may invite offers from non-empaneled agencies (Not Necessarily INS accredited), if the conditions so warrant considering location/nature/urgency of work etc. as judged by competent authority or in case no quotation is received from empaneled agencies.

- C.** Advertisement in newspapers bearing photograph of Hon'ble President/Prime minister/Central Minister etc. shall be executed @ DAVP rates.

Further, in special circumstances that may arise, CCL may require services of any agency (ies) outside empanelment for execution, if situation so warrants. No claim of empaneled agencies shall be entertained in this regard.

18. Terms of Payment:

- A. The Advertising Agencies will not be paid any cost charge or fee for empanelment in the company. For publishing advertisement of different nature, the agency will be paid the actual amount as may be charged by the newspapers in their respective bills as per their **existing commercial rate communicated** (through advertisement tariff cards of) by the concerned newspapers. In other words, the agency will charge the same rate as would be charged by the newspapers if the advertisement is directly through them by CCL.

If a newspaper/publisher agrees to offer a rate lower than the existing commercial rate to the empaneled agency, the same will be communicated by the agency to CCL and will ensure publication at the offered rate.

In case a particular newspaper or newspaper group has offered to publish advertisement of any Central Govt. Public Sector Undertaking at a lesser rate than their existing commercial rate, the agency shall endeavor to ensure publication at such lower rate and also bring it to the notice of CCL to help get this advantage, as the case may be.

- B. While submitting its bills for payment from CCL for jobs done, the agencies must ensure that they enclose the following documents for speedy clearance.
1. Pre-receipted Agency Bill in triplicate (duly stamped)
 2. Original bills of Publication/Media
 3. Two sets of tear sheets/photographs/video/audio etc. of advertising as proof
 4. Copy of Work order/Release Order issued by CCL
 5. E-mandate form, dully filled in
- C. All duties, taxes and other levies shall be included in the rates, and total bill submitted by the empaneled agency. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates submitted by empaneled agencies in their bill/quotation for any job. The amount of GST, as applicable, shall be mentioned separately in the bill.

The agency executing the said work shall mention the GST Registration No. (of both i.e. Service Provider and Receiver), rate and amount separately in the bill.

- D. Payment of GST by the service receiver (i.e. CCL), to the service provider would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant GST rules.

- E. CCL will strive to clear payments of bills submitted by agencies within 30 days of submission of the bills with all enclosures.
- F. **E-Payment:** All the empaneled advertising agencies upon their empanelment have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code and other related details as per the E-Mandate form issued from CCL. Empaneled advertising agencies are required to submit an Authorization form duly signed for e-payment to them. All the payments to be made by CCL will be through RTGS/NEFT.
19. **Modifications in terms:** CCL reserves the right to change terms and conditions as may be required. Any changes in the terms and conditions contained herein shall have effect only prospectively and shall be valid only if recorded in writing and signed by the authorized officers of the CCL and the agency.
20. **Performance:** The empanelment of agency will be valid for **three years**. The performance of the agency shall be continuously monitored and in case of incidence of non-performance(s), CCL reserves the right to stop giving business without assigning any reason there of and/or terminate the empanelment.
21. **Suspension/Termination:** The company shall, in addition to other remedial steps to be taken as provided in the EOI document be entitled to cancel or suspend the empanelment, and whether the duration of empanelment has or has not elapsed, by notice in writing if the empaneled advertising agencies commits/defaults on account of any of the following -
- a. Makes default in proceeding with the works assigned with due diligence and continues to do so even after a notice in writing from the HOD(PR), then on the expiry of the period as specified in the notice
 - b. Commits default/breach in complying with any of the terms and conditions of the EOI document and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the HOD(PR), then on the expiry of the period as may be specified by the HOD(PR) in a notice in writing.
 - c. Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favor in relation to the obtaining or execution of this or any other contract for his company.
 - d. Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the HOD(PR) in a notice in writing.
 - e. If the department receives complain from the newspapers that the agency has failed to settle the bills of the newspapers within four weeks of receiving payment from CCL.
 - f. The empanelment shall also stand **terminated** under any of the following circumstances:

- If the empaneled agency being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
 - In the case of the empaneled agency being a company, its affairs are under liquidation either by a resolution passed by the empaneled agency or by an order of court, not being a voluntary liquidation proceeding for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the empaneled agency, if any ordue to any reason.
 - If the empaneled agency shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.
 - On the death of the empaneled agency being a proprietary concern or of any of the partners in the case of a partnership concern and the empaneled agency is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.
- g. Also, if the services of the agency are not found satisfactory, CCL shall have the right to cancel the empanelment with them at any time without assigning any reason and without any financial compensation to the Agency.
- h. If the empaneled agency loses its INS accreditation.
- i. In addition to the above points, either party may terminate the empanelment by giving notice in writing to the other. The obligations of the parties shall continue during the notice period
- 22. Employer's Right to Accept any Bid/Application or to Reject any or all Bids/ Applications:**
The Employer reserves the right to accept, or reject any bid/application and to cancel the EOI process and reject all bid/application, at any time prior to empanelment, without thereby incurring any liability to the affected bidder/application or bidders/applications or any obligation to inform the affected bidder/application or bidders/applications of the grounds for the CCL's action.
- 23.** No subletting of work as a whole by the empaneled agency is permissible after empanelment. Subletting of work in piece rated jobs is permissible with the prior approval of the Department.
- 24.** This EOI notice shall be deemed to be part of the empanelment and its stipulation supersedes corresponding clauses mentioned anywhere else in the EOI document.
- 25.** The empaneled agencies shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him.

26. **Settlement of disputes:** It is incumbent upon the agency to avoid litigation and disputes during the course of execution. However, if such dispute takes place between the agency and the department, effort shall be made first to settle the disputes at the company level.

The agency should make request in writing to CCL for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/ claims of the agency shall be entertained by the company.

27. **Arbitration:** Any dispute arising during the period of empanelment, the said dispute would be settled either by an Arbitrator, so nominated/appointed by CCL, after seeking the consent of the agency, by being mutually agreed upon the choice of Arbitrator and the terms of reference.
28. **Legal Jurisdiction:** Matters relating to any dispute or difference arising out of this EOI and subsequent empanelment based on this EOI shall be subject to the jurisdiction of District Court, Ranchi.
29. The Company reserves the right to postpone the date of receipt and opening of EOI or to cancel the EOI without assigning any reason whatsoever.

Annexure-I

Format of EOI for Empanelment of Advertising Agencies

(To be typed & submitted in the Letter Head of the Company/Firm of Bidder/Applicant)

Date: _____

SN	Particulars/Details	(Kindly fill in all the information and attach proof)
1	Name of the Advertising Agency	
2	Address of Registered Head-Office of Agency	
3	Address of Office at Ranchi	(Please submit any one of the following valid documents Electricity /Rent Agreement/ownership deed/registration certificate for proof establishing the office at Ranchi)
Details of Office at Ranchi		
4.	Telephone No.	
	Mobile	
	Fax	
	E-Mail	
	Website	
Details of Authorized Person at Ranchi Office		
5.	Name	
	Designation	
	Mobile	
	E-Mail ID	
Details of Alternate Authorized Person at Ranchi Office		
6.	Name	
	Designation	
	Mobile	
	E-Mail ID	

EMPANELMENT OF INS ACCREDITED AdVERTISING AGENCIES IN CENTRAL COALFIELDS LTD

7.	PAN Number	
8.	GST Identification Number	
9.	Legal Status of the Advertising Agency	(Proprietor/Partnership/Private Ltd./Public Ltd.)
10.	Year of Accreditation to INS	Valid Certificate of accreditation issued from INS (Submit INS accreditation Certificate of at least last 5 years)
11.	Income Tax Return for last 3 FYs (2023-24, 2022-23 & 2021-22)	
12.	Name of Proprietors/ Partners/ Directors and Top Management	(Attach the list containing Name, Designation & Address)
13.	Details of Major Clients serviced in last 10 years	(Attach copies of any one of the following valid documents issued from the client 1. Award Letter 2. Experience Certificate 3. Documentary proof issued by respective clients, clearly establishing the proof of work-experience during the required period as per eligibility criteria)
14.	Infrastructure Facility available with the Advertising Agency	
a	Total No. of Employees on roll of agency	(Including employees at Ranchi)
b	Name & Details of employees posted Ranchi	(Give list & details including designation and qualification of staff at Ranchi office)
c	Details of full-fledged studio with the agency, if any	(Anywhere in India)
d	Details of Recording facilities with the agency, if any	(Anywhere in India)
e	Any other office apart from Ranchi & Head-Office	(Give Details)
e	Own Printing facility, or tie up with any press:	(Give Details)
f	Any other required information, Agency would like to mention	(Attach write-up, if required):

Place:

Signature of Applicant/Authorized person

Date:

Full Name & Designation:

Agency's Seal

Annexure-II

DECLARATION OF GENUINENESS OF INFORMATION AND AUTHENTICITY OF DOCUMENTS

(To be typed & submitted in the Letter Head of the Company/Firm of Bidder/Applicant)

To,

HOD
(CC&PR)
CCL
Darbhanga House
Ranchi - 834001

Sub: **Declaration by Authorized Signatory**

Ref: EOI No... ,

Dear Sir,

I/We,..... Proprietor/Partner/Legal Attorney/Director/Accredited Representative of
M/S, solemnly declare that:

1. I/We am/are submitting Bid/Applications for the work.....
against EOI No..... Dated..... and I/we offer to execute the work in
accordance with all the terms, conditions and provisions of the bid.
2. I/Our Partners/Directors don't has/have any relative as employee of Central Coalfields Limited.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification
information of this bid/application is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this bid/application are
genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. *I/We have submitted particulars of existing GST registration, we also undertake that Certificate
of Registration with appropriate GST Authority where the work will be executed shall be arranged
before any payment is made to us (if applicable).
7. We hereby undertake that we shall register and obtain license from the competent authority under
the contract labor (Regulation & Abolition Act) as relevant, if applicable.
8. *I/We hereby confirm that we have registration with CMPF/EPF Authorities. We shall make
necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under
CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

9. *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

*I / We have been banned by the organization named “ _____ ” for a period of year/s, effective from to.....

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our bid/application and action as deemed fit may be taken against me/us, including termination of the contract and banning/ delisting of our firm and all partners of the firm from participating in future tenders for a minimum period 12 months.

11. I / We hereby declare that I shall/we will accept the EOI documents as available in the website and our bid/application shall be rejected if any tampering in the EOI document is found to be detected at the time of opening of bid/application or at any time thereafter and in such case, department shall be free to take appropriate action as it deems fit.

12. We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the EOI document conditions together with other references applicable for the above referred EOI.

13. We confirm to have submitted offer in accordance with bid instructions and as per aforesaid reference.

In case of missing pages, I shall / We will abide by the terms and conditions etc. of the original EOI document as hoisted in the website of the company.

* Delete whichever is not applicable.

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

UNDERTAKINGS TO BE FURNISHED ON-LINE BY THE BIDDER

USER PORTAL AGREEMENT

E-Tender Portal User Agreement

In order to create a user account and use the e-Tender portal you must read and accept this e-Tender portal User Agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of EOI and if any information is found to be false at any stage of empanelment period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the EOI document.
 - a. Cancellation of my/our bid/application (as the case may be)
 - b. Punitive action as per EOI document
2. That I/we accept all terms and condition of EOI document, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the EOI document as available on the website.
3. That I/we accept the Integrity Pact as given in the EOI document (if applicable).
4. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e- payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the EOI document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the EOI issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

COPY RIGHT NOTICE. Copyright©2013, Coal India Limited, India. All rights reserved.

YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

www.coalindiarenders.gov.in is an e-procurement portal of Coal India Limited/it's Subsidiary.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW.

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

Bidder Registration, Password and Security

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

The Online registration/enrolment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorized User and non-transferable. The User shall ensure that its Authorized Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorized User comes to know that the User ID/ Password has been/might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "Change password" option. CIL/subsidiary will have no responsibility or obligation in this regard.

At the time of enrolment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take

2 hrs. or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs. before the submission of Bid.

By registering in this portal, you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a) immediately notify by e-mail to Application Administrator/Nodal officer, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However, some information such as “User ID” are protected against changes by Bidder after enrolment and some other information such as “Bidder Name” etc. are protected against changes by Bidder after bid submission.

Modification of software

With consent of **Project Advisory Committee**, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the user’s responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

System Requirements

It is the user’s responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link ‘resources required’.

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

Incorrect use of the e-Tender System, or;

Internet Connectivity failures in respect of the equipment used by the Users or by the Internet Service Providers, or;

Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the Bidder.

Contents of Tender Information

EOI shall be published by the authorized *Expression of Interest Inviting Authorities* of the respective Tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective *Expression of Interest Inviting Authority*.

Bid/Applicant Submission Acknowledgement

The User should complete all the processes and steps required for Bid/Application submission. The successful Bid/Application submission can be ascertained once **acknowledgement** is given by the system through **Bid/Application Submission** number i.e. **Bid ID**, after completion of all the processes and steps. Coal India Limited/Subsidiary is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the *Expression of Inviting Authority* for processing.

The acknowledgment is the only confirmation of submission of bid/application, which the bidder/applicant can show as a proof of participating in the tender. Other than this acknowledgment, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgment required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files

The bidders/applicants have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Expression of Interest Inviting Authorities for the particular EOI. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the bidder/applicant. If any bidder/applicant has uploaded/attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

User Conduct

You agree that all information, data, text, software, photographs, graphics, messages or other materials (“Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e- Tender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

Amendments to a tender published:

You agree that the CIL/ Subsidiary companies reserve the right to re-tender / cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

Special Admonitions for International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

Links

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary company is situated shall have **non-exclusive** jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the principle Civil Court where the said regional Institute is situated shall be place of suing.

CIL/subsidiary reserves the right to initiate any legal action against those bidders violating all or any of the above-mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security

General Policy

CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other on-line transaction. Review, update and correction of any personal or business information can be done directly on the Site.

Use of Cookies

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

CONTACT DETAILS

Contact Person: In case of any other query, you may also contact any of the following officials:

SN	Name, Designation & Contact Nos.	E-mail ID
(i)	Shri Alok Kumar, HOD (CC&PR)(0651-2360386)	gmpr.ccl@coalindia.in
(ii)	Shri Anupam K Rana, D Manager (PR) (0651-2365168)	anupam.rana@coalindia.in ;
(iii)	Shri Mayank Kashyap , Dy Manager (HR)(0651-2365169)	m.kashyap@coalindia.in

DISCLAIMER

While the EOI document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by CCL or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The EOI is not an offer by CCL, but an invitation for applicant's responses. No contractual obligation on behalf of CCL, whatsoever, shall arise from the offer process unless and until final empanelment is completed by duly authorized officials of CCL and the Applicant.
