

Sub: Response of CIL on Pre-bid meeting held on 27.09.22 against e-Tender No. CIL/C4C/NIT/334, dated- 12.09.2022 for Engagement of Professional Public Relations Agency for Coal India Limited

Sl. No.	NIT Clause and Description	Firm - 1	Firm - 2	Firm - 3	Firm - 4	Firm - 5	Response of CIL
1	<p>NIT clause 2.6 and 2.7 of Section 2</p> <p>The contractor shall provide free of cost to the owner all the documents and materials submitted with the bid, in at least six (6) copies to form a part of the contract immediately after issue of letter of acceptance.</p> <p>Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least six (6) true copies of agreement within thirty (30) days after the signing of the contract.</p>	<p>These copies that are to be provided to the Client are to be stamped or franked? Further, who shall pay the stamp duty as the same is not mentioned in the document.</p>					<p>The stamp paper cost shall be borne by CIL.</p> <p>Photocopies not required to be stamped.</p>
2	<p>NIT clause 5.1 of Section 2</p> <p>Patent Rights and Royalties</p>	<p>This is not applicable to the current scope under this engagement, can this clause be removed to avoid any ambiguity?</p>	<p>Not Applicable To Our Services Hence Request You To Include Standard Third Party Ipr Clarification Clause. Request You To Add - Bidder Clarifies That The Provisions Of This RFP Shall Not Extend To Third Party Intellectual Property Rights Included In The Services/Deliverables Such As Media Clippings, News Cuttings, Articles, Links, Recordings, Etc. Cii Understands That All Such Rights Belong To Respective Third Party / Media Houses / Publishing Platforms, And Services / Deliverables Containing Such Rights Are Provided By Bidder To Cii For Information Purposes Only. In Case Cii Wants To Exploit Such Rights, It May Engage</p>				<p>No change in NIT</p>

			With The Respective Third Party / Media Houses / Publishing Platforms.				
3	NIT Clause 9.1 of Section 2 Deductions from contract price	This clause is not clear. It is unclear which costs the client is referring to. As per our interpretation, any costs which the agency is liable for which are paid by the client, shall be recovered from the agency.					No change in NIT
4	NIT Clause 14.1 (b) of Section 2 Any other causes which, at the sole discretion of the company is beyond the control of the contractor	This is not applicable under the current scope. The current scope requires mutual discussion on daily basis. Hence 'at the sole discretion' to be replaced by 'mutual discussions'.					No change in NIT
5	Clause 14.2 and 14.3 of Section 2 Extension may be given by the Client on written request within 15 days, reserving the Client's right to impose/waive liquidated damages.	Both clauses being ambiguous, they need to be deleted.					No change in NIT
6	Clause 15.1 (b) of Sec 2 Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Executive / Officer-in-charge, then on the expiry of the period as	The word 'satisfaction' is ambiguous. Agency shall perform according to the SOW captured in the agreement. So this can be deleted.					No change in NIT

	may be specified by the Executive-in-charge in a notice in writing.						
7	<p>Clause 15.6 (b) of Section 2</p> <p>In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover through forfeiture / invocation of security deposit comprising of Performance Guarantee at the disposal of the employer.</p>	<p>We are not comfortable with this clause in the contract. Please remove.</p>					No change in NIT
8	<p>Clause 25 of Section 2</p> <p>Defence of Suits</p>	<p>Coal India to provide indemnity to agency as well.</p>	<p>Request You To Consider Adding Following Clauses As Well:</p> <p>1.In Case Of Breach Of Any Of The Terms And Conditions Mentioned In The Agreement, the Agency Shall, At Its Own Cost And Expense, Indemnify, Defend And Hold The Client, Its Directors, Management Or Employees Free And Harmless From And Against Any And All Losses, Liabilities, Claims, Actions, Costs And Expenses, Including Reasonable Attorney's Fees And Court Costs Arising Out Of Such Breach.</p> <p>2.Neither Party Shall Be Liable To The Other Or Any Third Party For Consequential, Incidental, Indirect And/Or Special Damages For Any</p>				No change in NIT

			<p>Claims Arising From Or In Any Way Connected With This Agreement, Even If The Possibility Of Such Damages Is, Or Should Have Been, Known.</p> <p>3.The Client Shall At Its Own Cost And Expense, Indemnify, Defend And Hold The Agency, Its Directors, Employee, Associates, Sister Concerns Or Contractor Free And Harmless From And Against Any And All Losses, Liabilities, Claims, Actions, Costs And Expenses, Including Reasonable Attorney’s Fees And Court Costs Which May Arise As A Result Of Any Claim, Suit Or Proceeding Brought Against The Agency, Due To Any Information/Materials Provided By The Client Or Approved By The Client Or Any Of Its Personnel/ Agents/ Sub-Contractors.</p>				
9	<p>Clause 26 of Section 2</p> <p>Limitations of Liabilities</p>	<p>Agency’s liability with respect to criminal negligence, willful misconduct and liquidated damages is unlimited. Further, the maximum liability of the agency is restricted to the entire contract value whereas our standard is 3 months of the contract value.</p>	<p>In Order To Sail Through Our Indemnity Insurance, We Cannot Have Unlimited Liability In Any Of Our Agreements And Hence Need To Include The Following Limitation Of Liability Clause:</p> <p>The Maximum Aggregate Liability Of Bidder Together With Its Sister Concerns, Directors, Employee, Associates Or Contractor Under This Rfp (Regardless Of The Form Of Action, Whether In Contract, Negligence Or Otherwise) Shall In No Event Exceed The Aggregate Amount Of Fees Paid By The Cii To Bidder Under This Rfp Or 12 Months Retainer Fees, Whichever Is Less.</p>				<p>No change in NIT</p> <p>Clause 10, Liquidated Damages of Section 2 may be referred</p>

10	<p>Clause 30 and 31 of Section 2</p> <p>Settlement of Disputes through arbitration</p>	<p>Arbitration to be made mutual and not one-sided.</p>	<p>In The Event Of Any Disagreement Or Disputes Between The Parties, Arising From Or In Connection With This Agreement Or Its Execution, The Same Shall Be Settled In An Amicable Manner And If No Settlement Could Be Reached Within 30 Days, The Same Shall Be Referred To The Sole Arbitrator Who Shall Be Appointed By The Parties Mutually. Such Arbitration Shall Be In Accordance With The Arbitration And Conciliation Act, 1996 And Any Amendments Thereof. The Place Of Arbitration Shall Be In Mumbai. Any Order, Direction, Award Of The Aforesaid Arbitrator Shall Be Final And Binding On Both The Parties. This Agreement, Including All Matters Relating To It Shall Be Governed By, And Construed In Accordance With, The Laws Of The India. Any Action Or Proceeding Arising Out Of Or Relating To This Contract Or The Services Shall Be Brought And Maintained Exclusively In The Courts Of Mumbai, India.</p>				<p>No change in NIT</p>
11	<p>Clause 2.(x) of Section 3</p> <p>To ensure regular strategic inputs by experts in the energy sector in favour of CIL/Coal as fuel to achieve the goal of image makeover.</p>	<p>Do you want the agency to identify the influencers in the energy sector, connect with them and get their inputs in favour of CIL? How and where do you want to use their inputs?</p>					<p>The clause is self-explanatory.</p> <p>In the form of articles, write-ups, Opeds, other media etc)</p>

12	<p>Clause 2.(xi) of Section 3</p> <p>Handle corporate advertisement campaigns, tenders/notices/appointment advertisements/ pre to post production of corporate films, short audio-visual advertisements spots, organize their release in the related media, putting up hoardings at vantage places like airports, railway stations, memorial places, tourist spots, designing, fabrication and building CIL pavilions at exhibitions, as per requirement.</p>	<p>Do you want the agency to handle creative mandate as well as media buying mandate for CIL other than PR & Social Media? The content for audio-visual advertisements also need to be created by the agency?</p> <p>Is there any budget planned for the campaign as per Media platforms – TV, Print, OOH, Radio, Digital</p> <p>In the price bid, any media cost to be shown? The commission part?</p> <p>Any media plans to be included in the techno-commercial bid?</p>				<p>The clause is self-explanatory.</p> <p>The tender is for engagement of PR Agency.</p> <p>Price Bid to only contain monthly retainership as per the conditions provided in the NIT document</p> <p>Media plan can be a part of Creative Presentation, however the marking shall be assigned as per clause 51 of Section 1</p>
13	<p>Clause 2.(ix) of Section 3</p> <p>To use internal communication tools for employee communications with a focus on the theme that they are part of an organization that serves the country in more ways than one</p>	<p>Can you please specify which are these tools?</p>				<p>Point 7 of Annexure 18 may be referred</p>

14	<p>Clause 2 of Section 3</p> <p>Besides, the bidder is also expected to design a well-planned Media & Corporate Communications strategy/plan/blueprint to showcase CIL's importance in the country's energy, economy and social sectors. They will also submit strategies to highlight the achievements, milestones, developmental activities and any other positive components in an interesting and lucid manner to create a distinct corporate identity and Brand image of CIL. If the strategy/plan/blueprint is approved by CIL, the same will be implemented by the agency.</p>	<p>Is it strategy + creative development or only media buying?</p> <p>How many brand campaigns are we looking at in 2 years? Why is the brand campaign not a part of the retainership?</p>				<p>Point 1 of Annexure 18 may be referred.</p> <p>Brand campaigns shall be as per requirement basis of CIL.</p>
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15	Annexure 16 of NIT Certificate From Client	Is it mandatory to share client certificate on client letterhead for those who have annual revenue from operations worth 1000 crores or more? Can certificate from ex-clients be considered as well who have been serviced in the last 7 years? Is there a minimum number of client certificates that CIL is looking at? Clients who are listed in the stock market can be accepted? Their audited balance sheets are already in the public domain. Do we still need to enclose client annual revenue figures?					Clause 50.2(C), “Clientele Experience” of Technical Eligibility Criteria of Section 1 of NIT may be referred to
16	Annexure 17 of NIT Format for CV of the professional team members	Is there a minimum number of team members that CIL is looking at? Is there any need of an embedded resource?					Minimum 5 professional team members as per the technical eligibility criteria.
17	Clause 52 of Section 1 Professional Team Members (Manpower) with 5 years or more experience in PR	To earn 5 marks on this clause, what is the supporting? Does the bidder need to submit CVs of 5 such people in the organization? They need not be assigned for CIL?					The supporting document for Professional Team Members (Manpower) is CV as per format prescribes in Annexure – 17 of NIT. Not mandatory to be assigned for CIL.
18	Annexure 18 of NIT Internal Communication – Collation & Creation of content and designing & layout for In-house communication – In house corporate journals, brochures, banners, stage backdrops, standees, press advertisements, pamphlets etc. – 1-6 in a month for any	Considering the higher limit of 6 per month, then in 24 months, the total deliverables will be 144?					As per the range given in Annexure -18 of NIT

	of these activities described.						
19	Clause 3 of e-tender notice Earnest Money Deposit (EMD)		Request You To Share Bank Details For Neft/Rtgs For EMD				Instructions as per clause 22 of ITB to be followed for submission of EMD.
20	Clause 50.2 of Section 1 Technical Eligibility Criteria		Clientele Experience: Request You To Confirm If We Can Use Other Format And Also Share Any Client Certificates From Past 7years				The suggestive format of client certificate is provided, and the Applicant shall ensure that all the relevant details as per Annexure – 16 is provided in the Client Certificate.
21	Clause 10 of Section 2 Liquidated Damage		Incase There Is Delay/Non Requirement Of Deliverables Of Services This Should Not Be Applicable To The Bidder, Hence Request You To Please Exclude This From The Rpf Request You To Delete This Clause As We Cannot Agree To Liquidated Damages/Penalty In Any Of Our Agreement As All Our Services Are With The Prior Approval Of The				No change in NIT

			Client And In Accordance With The Scope Of Work Or As Agreed In Monthly/Quarterly Plans.				
22	Clause 4 of Section 2 Assignment And Subletting Of Contract		It Should Be Reciprocal, Request You To Add - Neither Party Can Assign Without Written Consent Of The Other Party				No change in NIT
23	Clause 8 of Section 2 Handling Of Documents / Confidentiality		Since Our Services Are Related To Media Engagement All Information Disclosed Under The Agreement Shall Be Designated Or Marked, In Writing, As Confidential Or Proprietary. Receiving Party Shall Not Have Any Obligations Under This Agreement With Respect To Any Information That Is: (I)Already Known To Receiving Party At The Time Of The Disclosure; (Ii) Publicly Known At The Time Of The Disclosure Or Becomes Publicly Known Through No Wrongful Act Or Omission Of Receiving Party; (Iii) Subsequently Disclosed To Receiving Party Or Its Affiliates On A Non-Confidential Basis By A Third Party Not Having A Confidential Relationship With				No change in NIT

			<p>Disclosing Party And Which Rightfully Acquired Such Information; (iv) Communicated To A Third Party By Receiving Party With The Express Written Consent Of Disclosing Party; (v) Independently Developed By The Receiving.</p> <p>The Obligations Of Confidentiality Contained In This Rfp Are Intended To Survive For A Period Of 1 Year From Expiry/Termination Of This Agreement</p>				
24	<p>Clause 11 of Section 2</p> <p>Contractor's Default</p>		<p>Request You Add A Cure Period Of 30 Days And In Case The Contractor Is Unable Rectify The Breach During The Cure Period Then The Owner Has Right To Terminate As Per Termination Clause</p>				No change in NIT
25	<p>Clause 12 of Section 2</p> <p>Force Majeure</p>		<p>For Avoidance Of Doubt, The Clause Should Exclude The Payment Obligation Of The CIL For The Services Already Rendered From Bidder Under This Rfp/Agreement</p>				No change in NIT

26	<p>Clause 13 of Section 2</p> <p>Delays By Owner Or His Authorised Agent</p>		<p>All Our Services Will Be With Prior Approval Of The Client And Basis The Information And Material Provided By The Client. In Case Of Delay, Due To Owner's Fault The Same Shall Be Chargeable Extra As Per Mutually Agreed Terms.</p>				<p>No change in NIT.</p> <p>Clause 13 of Section 2 covers section of Delays due to Owner</p>
27	<p>Clause 14 of Section 2</p> <p>Extension Of Date Of Completion</p>		<p>We Have A Fixed Term. All Our Services Will Be With Prior Approval Of The Client And Basis The Information And Material Provided By The Client. In Case Of Delay, Due To Owner's Fault The Same Shall Be Extended And Chargeable Extra As Per Mutually Agreed Terms.</p>				<p>No change in NIT</p>
28	<p>Clause 15 of Section 2</p> <p>Termination, Suspension, Cancellation & Foreclosure Of Contract</p>		<p>Either Party Shall Have The Right To Terminate This Agreement By Giving The Other Party Prior Notice Of 2 (Two) Months In Writing. In Case Of Termination Of The Agreement, All The Unfinished Jobs / Assignments Which Have Reached A Material Stage Shall Be Completed By the Agency As May Be Mutually Decided. Payments For Such Jobs / Assignments Shall Be Made By The Client As Per The Agreement And As May Be Mutually Decided Upon. However, In Case Of Non-Payment Of Outstanding Dues For More Than 60 Days, the Agency Reserves The Right Of Suspension Of Work, Without Any Notice To The Client. Any Such Suspension Will Not Absolve The Client From Any Outstanding / Liability Under This Agreement And the Agency Will Not Be Liable For Any Loss, Cost, Claim Or Expenses Of Whatsoever Nature</p>				<p>No change in NIT</p>

			Arises Out Of Such Suspension.				
29	Clause 17 of Section 2 Certificate Not To Affect Right Of Owner And Liability Of Contractor		Not Applicable, To Be Deleted				No change in NIT
30	Clause 23 of Section 2 Executive's Decision		All The Necessary Approval Relating To The Services Shall Be Provided By The Executive.				No change in NIT
31	Clause 24 of Section 2 Power To Vary Or Omit Work		24.5 In Case Of Disagreement As To The Reasonableness Of The Said Sum, The Decision Should Be Made As Per Mutual Agreed Agreement By The Parties. 24.6 In Case Of Change, Modification In Scope Shall Be As Per Mutual Agreed Agreement By The Parties.				No change in NIT

32	<p>Clause 28 of Section 2</p> <p>Taxes, Permits & Licences</p>		<p>Clarification To Be Added: Goods And Service Tax And Other Applicable Taxes, If Any, Will Be Charged Separately In Addition To The Above Mentioned Fees And Expenses. For Clarification, The Third Party Expenses Will Be Charged In Full Inclusive Of Taxes Charged By The Vendor (Net Of Input Credit Available To The Agency, If Any) Plus Applicable Gst.</p>				<p>No change in NIT</p>
33	<p>Clause 29 of Section 2</p> <p>Payment</p>		<p>Request You To Add: Invoices Will Be Submitted At The Beginning Of The Month. The Fees Are Payable Within 15 Days Of The Submission Of The Invoice. Any Work Order Or Similar Document Received From The Client Shall Be For Billing. Reference Only And Such Document Shall Not Take Precedence Over This Rfp/Agreement. All Out Of Pocket Expenses Including Travel, F&B Etc Will Be Charged Extra. Interest At The Rate Of 18 Percent Per Annum Will Be Charged On The Amount Due For More Than 30 Days From The Date Of Invoice.</p>				<p>No change in NIT.</p> <p>Refer clause 29.4 of Section 2: The Contractor shall submit monthly claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the Employer</p> <p>No interest shall be paid.</p>
34	<p>Others</p> <p>Survival</p>		<p>Request You To Add - The Survival Of All Obligations Shall Be For A Period Of 1 Year From Expiry/Termination</p>				<p>No change in NIT</p>

35	Others Inspection		We Cannot Allow Access To Its Premises As We Are Bound by Confidentiality Obligation With Other Clients. We Can Provide Copies Of The Information Required Under/Pertaining To This Agreement Hence Request To Clarify The Same.			No change in NIT
36	Others Non-Solicitation		Request You To Add - “Each Party Hereby Covenants That During The Term Of This Agreement And For A Period Of Two Years Following Its Termination Or Expiration, It Shall Not, Without The Previous Written Consent Of The Other Party, Employ Or Contract The Services Of Any Person Who Was Employed Or Contracted By The Other Party.” Since We Are A People Centric Organization We Would Require A Non-Solicitation Clause In The Agreement			No change in NIT
37	Annexure 9 of NIT Proforma of Memorandum			What we have to fill in this Name of the work		It is a template which may be used during contract execution. During bid submission the bidder has to sign and submit the Annexure as per the Bid Submission Checklist given in NIT.

38	Annexure 8 of NIT Proforma for Execution of Agreement			Which Page number we have to put RFP Page no			It is a template which may be used during contract execution. During bid submission the bidder has to sign and submit the Annexure as per the Bid Submission Checklist given in NIT.
39	TPS_264776 Excel Sheet			There is no place to upload in Portal			During bid submission option to upload will be available under "ITE Details".
40	Clause 51 of Section 1 Creative Presentation			When we have to submit this Presentation after or before	Whether Presentation should also include social Media Posts & Campaigns		Creative Presentation is to be submitted along with techno-commercial bid. Bidders to ensure that Creative Presentation is submitted as per the bid submission checklist. Social Media Posts & Campaigns can be a part of Creative Presentation, however the marking shall be assigned as per clause 51 of Section 1

41	<p>Clause 50.2 (e) of Section 1</p> <p>Technical Eligibility Criteria</p> <p>Professional Team Members</p>				<p>Whether 5 professional members in the Agency should be based out of Kolkata</p>	<p>No, it is not mandatory that the 5 professional members should be based out of Kolkata</p>
42	<p>Clause 50.2 (a) of Section 1</p> <p>Technical Eligibility Criteria</p> <p>Revenue from Operations</p>				<p>Is there a possibility of reducing the minimum eligibility of Revenue from Operations from Rs. 20 Crores</p>	<p>No change in NIT</p>