Request for Proposal to Empanel

Agency for Lead Generation and Targeted Marketing through Digital Channels

Reference Number: DBD/RFP/5/2018

Issued by:

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GENERAL

1. Disclaimer

1.1 The information contained in this Request for Proposal (hereinafter referred to as "RFP") document is provided to the agency(s), by Union Bank of India, Digital Banking Department on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

1.2 This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein.

1.3 The purpose of this RFP document is to provide the agency(s) with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information each Agency may require. This RFP document may not be appropriate for all persons, and it is not possible for Union Bank of India/its employees to consider the business/investment objectives, financial situation and particular needs of each Agency who reads or uses this RFP document. Each Agency should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document.

1.4 Union Bank of India, their employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Union Bank of India may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document without any further notice.

1.5 This document does not constitute nor should it be interpreted as an offer from the Bank to engage the agency for the proposed services.

1.6 This document constitutes no form of commitment on the part of the Bank.

1.7 Contents of the RFP prima facie meets with Quality and Cost-Based Solution criteria under General Financial Rule.

Please note: This RFP does not include terms & conditions related to contract/master service agreement. The same shall be shared & discussed with the final selected agencies for empanelment.

2. Background

2.1 Union Bank of India is the 5th largest Nationalized Bank by assets with a pan India presence. Established in the year 1919, and having its first head office inaugurated by the father of nation, Mahatma Gandhi, Union Bank offers products and services for retail, agriculture, MSME, large corporate and NRI customers through 4300+ branches, 13049 ATMs, dedicated call centre operating 24*7 in 9 languages and digital channels like internet banking, mobile banking and social media, viz. Facebook, Twitter, Instagram and Youtube.

Union Bank offers a host of digital banking services to customers. The Bank offers "Digipurse", mobile wallet with features of Bill Payment, DTH Recharge, Mobile Recharge, online and fund transfer; M Passbook, app based passbook; Union Selfie, app based account opening and Ucontrol, app based credit card control. Bringing more convenience to customers, the Bank's 'Union Xperience' branches provide automation like self-service passbook printing, cheque deposits machine, phone banking hot-line etc. The Bank has taken several other digital initiatives like IMPS through branches, Missed call facility for Mobile Banking & Account balance; SMS based value added services, Business Debit Card, Usecure Credit Card and Signature Credit Card, etc. Union Bank was the first amongst large public sector banks which implemented 100 per cent core banking solution (CBS).

Union Bank is actively raising its international profile through overseas branches and representative offices. Union Bank has four foreign branches, at Hong Kong, Dubai International Financial Centre (UAE), Antwerp (Belgium) and Sydney (Australia) and one wholly owned subsidiary at London (UK). The Bank has representative offices at Shanghai (China), Abu Dhabi (UAE), and Beijing (China). Union Bank has positioned itself as a prime remittance service provider for expatriates.

The Bank has a joint venture in life insurance with Bank of India and Dai-ichi Life Insurance Co of Japan as Star Union Dai-ichi Life Insurance Company. The Bank has a subsidiary for asset management business, Union Asset Management Company.

The Bank's efforts have been acknowledged through various awards by well-established names across all the major segments including Digital, HR & Training, Corporate Governance, Vigilance, Financial Inclusion and Information & Technology.

Bank intends to reach out to potential customers through targeted digital marketing and source high quality leads from time to time.

2.2 For the above stated purpose, Union Bank of India invites proposals from interested, eligible, reputed and experienced agencies for Lead Generation and Targeted Marketing through Digital Channels.

2.3 The proposal will be the basis for a formally signed contract with the selected service agency.

2.4 Agencies shall bear all costs associated with the preparation and submission of their proposals. Union Bank of India is not bound to accept any or all proposals, and reserves the right to annul the selection process or terminate without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the Bank. Union Bank of India also reserves the right to re-issue the RFP, if the Bank decides so.

2.5 Union Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. Union

Bank of India also reserves the right to not shortlist or appoints any or all agency (ies) without assigning any reasons, whatsoever.

2.6 All information supplied by agencies may be treated as contractually binding on the agencies, on successful award of the assignment by Union Bank of India on the basis of this RFP.

2.7 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Union Bank of India. Any notification of preferred agency status by Union Bank of India shall not give rise to any enforceable rights by the agency. Union Bank of India may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Union Bank of India.

2.8 This RFP supersedes and replaces any previous public documentation & communications on the subject matter, and agencies should place no reliance on such communications.

3. Important Dates & Details

Dates		
No.	**Description**	**Date & Time**
1	Date of floating of tender	04.06.2018
2	Deadline for receipt of written queries for clarifications	12.06.2018/11:59 pm
3	Pre-bid meeting	19.06.2018/11:00 am
4	Deadline for bid submissions	25.06.2018/3:00 pm
5	Opening of technical bid	25.06.2018/3:00 pm
6	Announcement of shortlisted agencies for presentation	Will be advised to shortlisted agencies separately
7	Presentations by the agencies	
8	Empanelment of selected agencies	

Details		
No.	**Description**	**Specifications**
1	Downloading RFP	RFP can be downloaded from unionbankofindia.co.in.
2	Earnest Money Deposit	Rs. 2,00,000/- (INR Two Lakhs Only) by way of Bank Gaurantee in favour of "Union Bank of India" from any of the nationalized/ scheduled commercial bank except from Union Bank of India.
3	Contact for clarifications	Mail Id: asmisra@unionbankofindia.com All the queries should be received on or before 12.06.2018by 11:59 pm by email
4	Validity	Proposals & other submissions should remain valid for 180 days after the submission date.
5	Submissions and Venue for pre-bid meeting.	Agencies must submit an original and one additional copy of each proposal [Technical bids] along with one copy of non-editable CD each. Submit the bid document to: 1. Mr. Sawan Nathwani 2. Ms. Archana S Misra Address: Union Bank Of India, Union Bank Bhavan, Digital Banking Department, 7th Floor, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021. Ph-022-22892504/022-22892551 Pre-bid meeting venue: Union Bank Of India, Union Bank Bhavan, Digital Banking Department, 7th Floor, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021.
6	Last date for submissions	Proposals must be submitted no later than the following date and time: 25.06.2018/3 pm.Proposals received after the deadline will be rejected.

Compliance with Integrity Pact: Vendors/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for value of ₹ 1.50 Crs. not accompanied with signed IP by the bidders alongwith the technical bid, the offers shall be summarily rejected.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/ Request For Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached in Annexure XII for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.
1.Mr. K. S. Ramasubban, IAS (Retd.),
I-Block, 1654, C R Park, New Delhi- 110 019
e-mail: ramamma@hotmail.com

2.Mr. Ramachandran Venkataramani, IRSS (Retd.),
#4709, K V Residency, Nandi Enclave, 2nd Cross, BSK-III Stage,
Banashankari, Bengaluru- 85
e-mail: vrchandran2018@gmail.com

It may kindly be noted that all clarification/query/status with respect to tender may be forwarded to the following officer and not to IEMs except query related to IP:
E-mail: asmisra@unionbankofindia.com

4. Eligibility:

A list of qualifying requirements and the supportive documents that need to be submitted is given below. Any agency not meeting any of the following requirements or not submitting any of the documents shall be rejected. Only those agencies that meet the below requirements are eligible to be evaluated on technical parameters.

SL	QUALIFICATION CRITERIA	COMPLIANCE	Documents to be submitted
1	Minimum 2 years of experience as of 31.12.2017 in Lead Generation and Targeted Marketing Through Digital Channels for at least 01 PSU/Private Sector Banks/BFSI(Banking Financial Services and Insurance Companies)		Mention name of the account & provide References & Recommendation letter from financial institutions to be provided. The recommendation /reference letter should not be older than 15 days. Also attach the Empanellement certificate.
2	The Agency must be a registered company in India under Company Act 1956 & subsequent amendments in 2013.		(Relevant Certificates such as Incorporation Certificate, in addition PAN Card, Service Tax Registration Number, to be provided by the agency).
3	The agencies average turnover for last 3 consecutive financial years i.e. F.Y. 2014-15, 2015-16 and 2016-17 should be at least Rs. 2 Crore as per audited balance sheets.		Format for financial summary (Turnover) Annexure 7
4	The Agency should have conducted lead generation campaigns/targeted marketing for at least one BFSI company with cumulative billing of ₹ 10 lacs in one financial year.		Attach PO/(s).
5	The agency should be have operational profits for the past three years.		Copy of CA certified Balance Sheet to be attached
7	The agency, bidding for the above tender, should not have been black listed or been expelled from any project or have had their contract terminated for any breach by any Government Authority / Corporate Institutions or		Self Declaration is to be submitted. (Annexure-IV)

	Public Sector Undertaking (PSUs), otherwise their bid will not be considered.		
8.	The Agency and/or its director/promoter shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.		**ANNEXURE-IV**

5. Scope of Work

The empanelled agency would be responsible for the solution in entirety. The project shall be executed on an OPEX Model.

The selected agency will be responsible in general for the following particulars namely:

5.1 The selected agency shall be responsible for Lead Generation and Targeted Marketing through Digital Channels.

5.2 Create a roadmap to achieve broad objectives of the proposal. Devise deliverables calendar in consultation with bank.

5.3 Identifying core business objectives of different products and services and suggest campaigns.

5.4 Definition of Lead - A lead will be defined as an interested and potential customer for a particular selected product of UBI, based on the criteria of eligibility and validity as set by the bank. Leads will have to be qualified based on certain pre defined criteria by the bank. Customer interest and eligibility of the lead has to be cross verified by the agency through email/phone call. Lead will provide all the relevant information/action to the bank about the customer along with confirmed appointment date and time.

5.5 Lead Qualification:

The following leads would be considered as qualified:-

5.5.1 New customers.

5.5.2 Parameter fulfillment: The lead has to fulfill the parameters defined by the bank for respective product. The vendor has to provide proofs for fulfillment of the parameters at the time of passing the lead to the bank.

5.5.3 Verification of Qualified lead: The lead provider to give bank electronic/written/verbal evidence of fulfillment of the defined parameters. The agency to verify the leads generated through tele-verification. Bank shall undertake verification at its discretion.

5.6 Product Categories:

The agency shall be engaged by the bank to generate lead and conduct targeted marketing through digital channels for the following categories of products:-

Sr. No.	Products	Lead Category for Payout
1	Online Saving Accounts, Pension Accounts	Converted
2	Current Accounts for Chartered Accountants for Tax Payments	Converted
3	Credit Cards	Converted
4	Home Loans	Converted
5	Auto Loans	Converted
6	MSME Loans upto ₹ 50 lac	Qualified

A converted lead is one where in the prospect becomes banks customer based on parameters defined in the PO. A qualified lead is one where in the prospect is eligible and interested in a particular product based on parameters defined in the PO. Bank reserves the right to include additional products in future.

5.7 Lead Generation Medium:

The agency to ensure high quality of leads generate through appropriate mix of the following medium:

5.7.1 SMS-Conduct permission-based text messaging campaigns to spread promotional messages. These SMS's need to have CALL TO ACTION for customers to react. Licensed Short Links to be used for driving customer to the landing page.

5.7.2 Email- Conduct permission-based email campaigns with a reply to action.

5.7.3 Social Media including but not limited to- Facebook, Twitter, Instagram, Youtube.

5.7.4 Google Adwords using search, display, mobile, video network.

5.7.5 Native advertising/web banners at publisher networks.

5.7.6 In-app lead generation- through use of the most relevant Apps

5.7.7 GPS/Location based targeting.

5.7.8 Comparison/aggregator portals.

5.7.9 Re-marketing.

5.7.10 Whatsapp/other messengers/Bots.

5.7.11 Any other platform that may arise in future and decided by the bank.

5.8 Campaign Execution & Tracking:

5.8.1 The Agency will be required to submit details on each activity/event conducted, including the relevant artwork.

5.8.2 Agency to design creatives, landing pages, Regular HTMLs, calculators, animation films, mobile or web based application(s), flash presentation(s) etc., micro site etc.

5.8.3 Campaigns to be taken live on various platforms as per timelines decided by the bank.

5.8.4 Suitable Tracking Mechanism to track the response on each campaign to be developed.

5.8.5 Assign Campaign ID's for each campaign on each medium. Create an automatic mechanism to store all campaign id's to map response against each ID.

5.8.6 Campaign Optimization – Improvement of campaign performance and response based on learning's from the ongoing campaigns.

5.8.7 Track all the campaigns with the tools such as Google Tag Manager, Google Analytics and other relevant mechanisms to track customer journey and improve User Interface to minimize drop outs. Assist Bank's IT team with the implementation of the relevant codes/functionalities on our various digital assets.

5.8.8 Keep a complete track of all campaigns and submit post evaluation reports for each campaign and monitor campaign on day-to-day basis during campaigns to suggest alterations, if required.

5.9 Responsibility of the agency:

5.9.1 The agency to conduct only targeted campaigns.

5.9.2 The agency shall have OPTICAL CHARACTER RECOGNITION capabilities to ensure capture of leads upon scan/upload of documents by the prospect.

5.9.3 Time shall be of essence for all the projects which would be done by the appointed agency. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down for the respective work.

5.9.4 The agency will have to keep a track of all campaigns, provide an update on Digital Marketing trends / activities of competition (with the use of platforms like Similar Web, Comscore, Google Analytics etc.) and provide analysis of the same on monthly basis. Reports along with actionable strategy to be submitted.

5.9.5 Cover all the regions where Union Bank of India is present.

5.9.6 Follow the Industry best practices.

5.10 Transmission of Leads:

5.10.1 The leads should be transmitted on real time basis to the bank through a secure access to a login portal. Robust lead management system should be provided with various levels of access and MIS reports to be made available. The leads to be mapped to the branch/official through pincode of the prospect or on any other parameter per the requirement of the bank/department. Demo Login to be provided for the LEAD MANAGEMENT SYSTEM system.

5.10.2 Based on the performance of the agency and future requirements, bank may require integration with existing lead management systems or CRM systems or any other system of the bank. No separate cost would be paid by the bank for such integration.

5.10.3 The systems/storage/servers used by the agency should be located in India.

5.11 Provide documentation and user manual and training to the banks staff on any of the areas as may be required.

5.12 Enable suitable information security / cyber security and secure configuration in respect of the components used by the agency. Comply with the RBI guidelines issued from time to time.

5.13 The integration should adhere to the security policies set up by the Bank.

5.14 The Solution should be secured and scalable for enhanced add-on services as per industry standard.

5.15 The service provider will not disclose or use any information and data generated with any third party.

5.16 Agency shall provide a dedicated Project Manager during and post deployment and should have proactive monitoring, technical and functional support team with skilled man power for support, monitoring and operations.

5.17 The agency shall conduct Presentation, Demonstration for qualifying the technical requirements specified by the bank. Any expenses incurred as part of the Presentation, Demonstration shall be incurred by the agency.

5.18 Agency should comply with all the guidelines issued by RBI/IBA/Govt of India and any other regulatory authority issued from time to time.

5.19 Manpower:

5.19.1 There should always be adequate technical resources working for Bank. Resources should be capable to perform all the activities mentioned in scope.

5.19.2 There should be one team leader/account manager with whom Bank officials can communicate directly. For security reasons, duly verified details (Name, Qualification, address of residence etc) of human resource to be provided to Bank from time to time (incase resources changes or shifts).

5.20 Information Security:

Successful Agency upon selection will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank. Confidentiality of Bank's customer's information should be maintained even after the contract expires or gets terminated.

5.21 Term

The empanellement shall be for a period of 3 years which shall be reviewed and renewed annually for further 2 years.

5.22 No sub contracting of the services mentioned in "Scope of Work" is allowed.

6. Conflict of Interest

6.1 Union Bank of India requires that agencies provide professional, objective and impartial services and at all times hold Union Bank of India's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Union Bank of India.

6.2 Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Union Bank of India, or that may reasonably be perceived as having this effect. If the agencies fail to disclose said situations and if Union Bank of India comes to know about any such situation at any time, it may lead to the disqualification of the agencies during bidding process or the termination of its agreement during execution of assignment.

6.3 Employees of Union Bank of India shall not work as, for or be a part of the firm/company or Agency (ies). Similarly employees of the agency shall not have any right of employment in the Bank.

7. Execution of Service Level Agreement & NDA

Bank expects that the Agency shall be bound by the Service Levels described broadly in this document. The Agency shall have to enter into "Service Levels Agreement" with Bank covering all terms and conditions of this tender. Specific service level shall be prescribed at the time of issuance of PO as these are product specific. The response time shall be mutually agreed by both the parties as per industry standards and business exigency to be defined at the time of PO issuance. The successful agency shall execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-disclosure Agreement (NDA). The agency shall execute the NDA and SLA immediately upon empanellement. The contract shall be executed by the authorized signatory of the agency. A power of attorney to that effect shall be submitted by the successful agencies. The SLA will be reviewed yearly.

8. Penalties, Incentives and Damages

8.1 Reputation damages, actual damages if any will be recovered from the client.

8.2 Vendor has to achieve target allotted by the Bank as per the agreed Plan and promotion strategy.

8.3 Penalties will be applicable for under achievement of targets.

8.4 The agency shall guarantee 95% achievement of order against lead generation in a month. Penalties for under achievement will be as per below mentioned table:

Performance Area	**Achievement of Lead against mutually agreed Targets**	**Penalty %**
Achievement on % of Lead generated	100% - <95 %	Nil
	95% to 85 %	5 % of invoice value
	85% to 75 %	10% of invoice value
	75% to 65%	25% of invoice value
	65% to 50%	50% of the invoice value
	Less than 50%	100% of the invoice value

8.5 Penalties, if any shall be calculated for every PO and recovered from payouts. Bank reserves the right to recover the penalty amount from any payments made to the vendor.

8.6 If the conversion/qualified leads target mutually agreed by both the parties is over achieved by 125% ,extra 5% shall be paid as incentive.

9. Termination for Default/Order Cancellation

9.1 The Bank, without prejudice to any other remedy for breach of Contract, may terminate this Contract in whole or in part, by written notice of default sent to the Selected Agency, if:

9.1.1 The Selected Agency fails to make the Project live or deliver/ execute any or all of the Services within the period(s) specified elsewhere in this RFP/ the Work Order / Purchase Order; or

9.1.2 Non satisfactory performance of the solution during the evaluation phase

9.1.3 Failure to integrate/implement the project as per the requirements of the bank.

9.1.4 Serious discrepancies are noted in the implementation of the solution.

9.1.5 The performance of the solution adversely affects the business of the bank.

9.1.6 The Selected Agency fails to perform any other obligations(s) under the Contract specified elsewhere in this RFP/ the Work Order/ Purchase Order.

9.1.7 Where it comes to Banks attention that the Successful Agency (or the Agency's team/its personnel/agents/servants etc is in position of actual conflict of interest with the interests of the Bank, in relation to any of terms of the Agency's bid or the Contract.

9.1.8 Where the Successful Agency's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter-alia the filing of any bankruptcy proceedings against the Successful Agency, any failure by the Successful Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against the Successful agency or the happening of any such events that are adverse to the commercial viability of the Successful Agency.

9.1.9 In the event of change in management/ownership or any aspect which has a material bearing.

9.1.10 In the event of the happening of any events of the above nature, the Bank shall reserve the right to take any steps as are necessary, to ensure the effective transition of the service(s) to the next successor Agency, and to ensure business continuity.

10. Exit Option

The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:

10.1 Delay in delivery beyond the specified period.
10.2 Delay in deliverables beyond the specified periods;
10.3 Serious discrepancy in any of the activities under taken by the agency.
10.4 The Empanellement period will be for a period of 3 years renewable on annual basis subject to satisfactory performance. Bank reserves right to exit at any time after giving notice period of 1 month during the contract period.
10.5 To cancel the entire panel at its discretion without assigning any reasons.

11. Support

11.1 All support & services required for the deliverables implementation, customization & operation will be the part of the project deliverables during the contract period.
11.2 The vendor shall provide necessary support under contract, without any extra cost.
11.3 The executions of the service(s) herein is and shall be strictly in accordance and in compliance with all Applicable Laws, as amended from time to time , the regulatory framework governing the same and the Good Industry Practice.
11.4 The Vendor should guarantee that the softwares/systems used for the Bank is licensed and legally obtained. The vendor shall maintain all the system components i.e. hardware and software in respect of proper design, quality, material and workmanship of the equipment, accessories etc required by the solution.

12. Audit

12.1 Bank reserves the right to conduct an audit/ ongoing audit of the services provided by the agency as per banks policy and RBI Directives. Bank at its discretion may appoint third party for auditing the activities of onsite/offsite services and operations of entire services provided to the Bank.
12.2 The external and internal auditors of the bank will be given right to review internal controls of the vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the bank. Consequence to any observation, if any changes are required in the application, same has to be carried out by the agency without any additional cost to Bank.
12.3 Agency has to comply the RBI /other regulatory bodies/NPCI/IDRBT/3rd party internal audits within time stipulated by the Bank.

13. Force Majeure

13.1 Force Majeure is herein defined as any cause, which is beyond the control of the selected successful agency or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract.

13.2 There shall be no liability or responsibility, on the part of both bank and the Agency for consequences arising out of interruption of the business due to acts of God, riots, civil commotion, insurrections, wars or any other causes beyond their control or by any strikes or lock outs.

13.3 Any such interruption due to Force Majeure should be informed by the Agency to bank in writing within two days of such event.

14. Confidentiality

14.1 The vendor either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the Client's business or operations without the prior written consent of the Bank.

14.2 Reporting obligations - The vendor shall submit to the bank the reports and other details specified in deliverables within the time limit set forth.

14.3 Selected agency will have to sign a legal Non Disclosure Agreement with the Bank before starting the project.

15. Liquidated Damages

For implementation of the project; the successful agency has to necessarily comply with Time Schedule for the following activities:

Activity	Timeline for completion post PO issuance	Liquidated Damages
Requirement gathering, Solution building for proposed Digital Lead Generation and Targeted Marketing	7 Days	The total time to complete the entire activities is 14 working days from the date of accepting the purchase order by the successful agency. Any delay in completing any or all will attract penalty at the rate of Rs.1,000/- (Rupees One Thousand Only) per day.
Go Live	7 Days	

SPECIFIC DETAILS

1. Preparation & submission of bid

1.1 An agency can submit only one proposal and the same will be mentioned on the proposal. If an Agency submits more than one proposal all the proposals submitted by the agency shall be disqualified.

1.2 The proposal, all correspondence and communication for the process would be in English language only. Proposals in any other language will be considered as invalid.

1.3 Proposals once submitted cannot be withdrawn by the agency (ies).

1.4 Reputed agencies meeting the minimum qualifying criteria as on the date of RFP is eligible to apply. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations.

1.5 There shall be 2 sealed envelopes in the sealed main cover with the heading "Response to RFP to empanel Agency for Lead Generation and Targeted Marketing through Digital Channels"

Envelope 1: Sealed envelope to be marked as "EMD". Please affix the stamp of your company on the overleaf of demand draft.

Envelope 2: Sealed envelope to be marked as "Technical Bid"

1.6 Envelope 1 shall be opened first. The tenders which are not accompanied by EMD will be rejected.

1.7 Documents submitted to include 1 soft copy + 1 set of original documents+1 copy.

1.8 The response to technical bid should be covered in separate sealed envelopes super-scribing "Technical bid" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.

1.9 Envelopes containing copies of technical bid should be put in another single sealed envelope clearly marked "Response to RFP to appoint Lead Generation and Targeted Marketing through Digital Channels" against <RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time> as mentioned in the "Important Dates & Details"

1.10 The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the agency to enable the Bid to be returned unopened in case it is declared "Late".

1.11 All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. The documents to be bound to prevent fall out of pages. Any deficiency in the documentation may result in the rejection of the Bid.

1.12 The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the agency itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.

1.13 All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

1.14 In case of any discrepancy observed by Union Bank of India in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

1.15 Agency must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by Union Bank of India in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

1.16 The completed proposal and duly signed Integrity pact as per Annexure XII to be submitted along with the bid documents.

1.17 Union Bank of India shall not be responsible for proposals misplaced, lost or premature opening, if the outer envelope is not sealed and/or marked/ super scribed as stipulated. This circumstance may be a cause for rejection of proposal and no communication will be entertained in this regard.

1.18 The proposal submitted should be signed by an authorized signatory. A self-attested document to provide details of authorized signatory to be submitted.

1.19 Any proposal received by Union Bank of India after the last date and time for submission of bids shall be returned unopened. However, Union Bank of India reserves the right to extend the last date of submission of bids, in which case, all rights and obligations of Union Bank of India and the agencies will thereafter be subject to the deadline as extended. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. Union Bank of India shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents.

2. Pre-Bid Meeting & Clarifications

2.1 Union Bank of India shall hold a pre-bid meeting with the prospective agencies at 11:00 am on 22nd December in Union Bank Of India, Union Bank Bhavan, 7th Floor, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021.

2.2 The agencies will have to ensure that their queries for Pre-Bid meeting should reach to Union Bank of India (unionconnect@unionbankofindia.com) by email within prescribed date & time.

2.3 The queries should necessarily be submitted in the following format:

No.	RFP document references (Section & page number)	Content of RFP requiring Clarification(s)	Points of Clarification
1			
2			
3			
4			
5			

2.4 Union Bank of India shall not be responsible for ensuring that the agencies' queries have been received by them. Any requests for clarifications after the indicated date and time will not be entertained by Union Bank of India.

2.5 Union Bank of India makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Union Bank of India undertake to answer all the queries that have been posed by the agencies.

2.6 Queries received from the agency shall be evaluated by the members of committee and point of clarifications by the committee shall be final. Queries and the clarifications by the committee shall be uploaded on the website as corrigendum to the RFP.

3. Earnest Money Deposit (EMD):

Agencies shall submit, along with their bids, EMD as per the details mentioned in "Important Dates & Details. EMD should be valid for 6 months beyond the validity period of proposals. EMD of all unsuccessful agencies would be refunded by Union Bank of India within 30 days of the agency being notified as being unsuccessful. The EMD amount is interest free and will be refundable to the unsuccessful agencies without any accrued interest on it. The proposal submitted without EMD will be summarily rejected.

The empanelled vendors should replace the EMD with a performance guarantee of Rs. 2.00 lakhs within 15 days of empanellement. The performance guarantee shall be from any of the nationalized/scheduled commercial bank except from Union Bank of India.The PG should be valid for a period of 36 months from the date of empanellement, with an action period of three months. In case successful Bidder fails to perform the contract, Bank shall invoke the Performance guarantee to recover penalty/liquidated damages. The EMD/PG may be forfeited: If an agency withdraws its participation during the period of validity, if agency fails to furnish the Performance Guarantee upon empanellement or in case of a successful agency, if the agency fails to sign the contract in accordance with this RFP.

4. Technical Bid

The technical bid shall be submitted as hard copy on the Union Bank of India address in a sealed envelope.

The technical bid should be properly bound only. Loose documents will not be accepted. The name of work and tender should be clearly mentioned on the sealed envelope.

Note: The technical bid should not include any financial information.

From the time of submission of proposals to the time of entering into the agreement with the selected agency, if agency wishes to contact Union Bank of India on any matter related to its proposal, it should do so only in writing. Any effort by the agency to influence Union Bank of India in the proposal evaluation or agreement award decisions will result in rejection of the proposal.

5. Opening of RFP /Tender

5.1 Tender opening shall happen as per the details provided in "Important Dates & Details" under the chairmanship of an officer authorized by Union Bank of India, in the presence of such of those agencies or their representatives who may be present at the time of opening.

5.2 The representatives of the agencies are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal. Initial bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If proposals;

5.2.1 Are not submitted in as specified in the RFP document
5.2.2 Received without the Letter of Authorization (Power of Attorney)
5.2.3 Are found with suppression of details
5.2.4 Submitted with incomplete information, subjective, conditional offers
5.2.5 Submitted without the documents requested in the checklist
5.2.6 Have non-compliance of any of the clauses stipulated in the RFP
5.2.7 With lesser validity period
5.2.8 Any other aspect which shall be prejudicial to the interest of bank

5.3 All responsive & eligible bids will be considered for further processing. Union Bank of India will prepare a list of responsive agencies who comply with all the terms & conditions of the RFP.

5.4 Consortiums are not allowed for this engagement. The bidding entity has to be a single entity duly registered under the applicable laws of the country.

6. Evaluation Process

The proposal evaluation committee constituted by Union Bank of India shall evaluate the responses to the RFP and all supporting documents / documentary evidence. The decision of the committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the committee. The committee reserves the right to reject any or all proposals on the basis of any deviations. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

6.1 Stage I: Checking of eligibility / Technical evaluation

6.1.1 Union Bank of India shall open the envelope 1 marked as "Response to RFP to appoint lead generation and targeted marketing through digital channels."

6.1.2 If the contents of the envelope 1 are as per requirements, Union Bank of India shall open envelope 2 marked "Technical Bid". Each of the eligibility criteria mentioned in this RFP is mandatory. In case the agency does not meet any one of the conditions, the agency will be disqualified. Enclose documents to enable bank to mark/rate the bidder as per the technical evaluation matrix below. Failure to provide supporting documents shall result in non awarding of marks for the particular parameter.

6.1.3 Agencies would be informed of their qualification/disqualification based on the eligibility check. EMD will be returned to the respective disqualified agencies.

6.1.4 Agencies meeting the eligibility criteria would be shortlisted by the evaluation committee.

6.1.5 All eligible agencies shall undergo "Technical Evaluation" basis scoring pattern mentioned in this RFP.

Technical Evaluation Matrix:

#	Criteria	Parameter	Assigned Marks	Maximum Marks
1	Average turnover for the last 3 financial years 2014-15 & 2015-16 and 2016-17.	Upto 2 cr.	3	10
		2 to 5 cr.	5	
		>5 cr	10	
2	Experience in the lead generation and targeted marketing field	upto 2 years	5	10
		2 to 5 years	10	
		> 5 years	15	
3	Empanellement with BFSI companies	1	3	10
		2 to 5	7	
		> 5	10	
4	Cumulative billing across clients in one year for lead generation and targeted marketing through digital channels.	Upto 10 lacs	2	5
		10 to 100 lacs	3	
		>100 lacs	5	
5	Capability to generate leads and use targeted marketing across channels. Enclose certificate from PSU/Private reputed BSFI client stating that the bidder has provided services to the client on these platforms for lead generation.	SMS + Email	5	10
		Email+SMS+ Search Engine Marketing	7	
		All media (Search Marketing+Email+SMS+Social Media+ Emerging Platforms like bots, Whatsapp messenger+ Display/Publisher Network etc)	10	
6	Single major campaign of Rs.10 lacs & above during last 3 years Provide PO copy. Failure to provide the copy shall result in non awarding of marks.	Upto 3 campaigns	4	10
		3 to 6 campaigns	7	
		> 6 campaigns	10	
7	Recognition from Industry Bodies/Associations Attach certificate.	1 award	1	5
		2 award	2	
		3 award	3	
		>4 award	5	
8	No. of leads converted during the last financial year Provide certificate from the client.	Upto 5000	4	15
		5000 to 8,000	7	
		>8,000	10	
9	In house tech setup for SMS/Email Marketing Self Certification along with details of the setup signed by the authorized signatory to be given.	Yes	5	5
		No	0	
10	In house setup of Call Center Self Certification along with details of the setup signed by the authorized signatory to be given.	Yes	5	5
		No	0	
	Total Marks			**85**

Please attach necessary documents for the above points to enable scoring. Failure to provide evidence shall results into non assignment of marks for the particular category.

6.2 **Stage II: Presentation**

Out of the eligible agencies, agencies with a 60% score in technical evaluation will be eligible participate in the Presentation Process.

6.2.1 **Presentation Evaluation Parameters:**

Agencies would be scored for the presentation on several parameters as under:

Sr.No	Parameters	Marks
1.	Strategic Thinking	3
2.	Solution Proposed: a) Lead Transmission System Proposed b) Live tracking c) Reports/MIS provided d) Controls with UBI e) Time to Implement	5
3.	Innovations executed, if any, please specify by giving details.	5
4.	Appreciation of the presentation.	2
Total		**15**

6.3 **Determining the final score and Empanellement.**

Total score of technical evaluation and presentation shall be computed. Upto 5 Companies scoring the highest consolidated marks shall be empanelled for a period of 3 years.

6.4 Respective verticals/ departments/ zones of the bank shall call for quotes from the empanelled agencies for their lead and targetted marketing requirements. Empanelment does not bind the bank to allocate work to any agency. Commercial Table format is available in Annexure X. The Annexure X shall be required to be submitted only

7. Instructions, Terms & Conditions

7.1 Union Bank of India reserves the rights including but not limited to:

- to accept or reject any or all the proposals;
- cancel the RFP process at any time without assigning any reasons therefore;
- re-issue the RFP, if cancelled;
- empanel or engage any agency other than by this RFP

7.2 The agencies empanelled will have to execute a contract with the Bank in the format approved by the Bank, which will be delivered to them after their empanelment.

7.3 The Bank shall have right to de-panel an agency or entire panel by way of issuing one-month notice during the validity period of the empanelment without assigning any reason.

7.4 The agencies or its personnel shall not disclose any confidential/vital information which are disclosed/ provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of the Bank and such information will be kept confidential even after the termination/expiry of the agreement.

7.5 The inclusion of agencies in the Bank's panel does not guarantee any minimum business. It is further clarified that the empanelment of any agency does not tantamount to an assurance by the Bank for the purpose of any task mentioned in the scope of work. Further, empanelment of any Agency shall not prejudice the Bank's right to avail the services from any other Agency (ies)/service providers.

7.6 In case any Agency closes any of its offices, it should immediately inform the Bank about the fact in writing. Further, agency agrees to disclose all the information which has a material bearing on the proposed work.

7.7 The agencies shall seek the prior written approval of the bank before carrying out any market research, advertising research, public relations, consultancy services, supervisory services, printing etc. in respect of any assignment for the Bank.

7.8 The bank shall make every effort to issue instructions and approval in writing to the agencies. However, if the same is conveyed orally, the agencies shall get it confirmed immediately from the bank at the earliest in writing to avoid disputes.

7.9 The agencies shall abide by all relevant rules and regulations of the government as issued from time to time. The agencies shall be responsible for adhering various norms and best practices of SMS/Email/Tele/Digital Marketing/Lead Generation/Targetted Marketing.

7.10 The agencies should be sincere and prompt in responding to the call of the bank. The execution of job is to be time bound. The agencies should be able to execute order at short notices and even on holidays depending upon the urgency of the work.

7.11 The bank's dealing with the agencies shall be on a principal- to- principal basis and the bank shall have no liability to pay any media or suppliers for anything done by the agencies.

7.12 The agencies shall return all the artworks, blocks, Lead Management System, CDs, photographs etc. given to them by the bank for the use by agency from time to time.

7.13 The bank will only pay for the lead cost. No additional/separate fee shall be paid for any other aspect.

7.14 No dispute can be raised against the bank in such matters by the agencies or any third party. The agencies shall be solely responsible for compensation etc., if any, ordered to be paid by any court or forum in any such matters. Agency has to ensure that by the use of any images/artworks/creatives for the proposed solution, should not raise copyright/intellectual property disputes against the bank as well as the agency. The agencies shall indemnify the bank in this regard and in respect of any third party claims.

7.15 The bank reserves the right to withdraw the RFP or delete/amend/change/modify any clause(s) mentioned herein at any time, without assigning any reason and shall not be held liable for any losses or damages caused by such withdrawal/ amendment/modification. The withdrawal of RFP would be by serving a suitable letter by the bank to all the agencies who submit their proposals, either on their addresses provided on the proposal or via email or by way of notice on the bank's website.

7.16 The agency shall indemnify Union Bank of India against any action or proceedings brought against Union Bank of India by reason of omission/ commission or negligence on its part or on the part of its employees/agents, in the performance of the said services. The agency shall be liable for any of its or its employees / agents actions that are detrimental to interest of Union Bank of India and the quantum of damages for the same will be decided by the Bank which will be final and binding on the agency. The agency shall also indemnify Union Bank of India in respect of any third party claim in respect of any Intellectual Property Rights (IPR) violations alleged or raised on account of the services provided by the agency to the Bank.

7.17 Any dispute or differences whatsoever arising between the empanelled agency and Union Bank of India out of or relating to the construction, meaning, operation or effect of the contract or breach thereof, shall be referred to the IEMs. If not resolved, it shall be referred for arbitration to be considered in accordance with the Arbitration & Conciliation Act, 1996 and the venue of arbitration shall be in Mumbai and language of Arbitration shall be English. The above stated terms and conditions are to be treated by the empanelled agency as final. There will be no scope for further discussions or negotiations.

7.18 Union Bank of India reserves the right to appoint auditors to audit the agencies for transactions and tasks related to the bank.

7.19 The agency empanelled will have to execute an agreement with the bank in the format approved by the bank. The same will be provided after finalization of empanelment. If the selected Agency differs / does not agree on any conditions / terms of the contract, the bank has the right to appoint the next ranked agency without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.

7.20 Indemnity: The agency shall indemnify and keep indemnified the Union Bank of India against any loss or costs, charges and expenses required to be incurred or suffered by the Union Bank of India by reason of or as a result of the agency doing any act contrary to the provisions of this agreement or violation of any copy right or intellectual property rights by the agency and on account of publication of any deliverables which results in violation of any rules and negligence on the part of the agency. The agency shall also indemnify and keep indemnified the Union Bank of India, its directors, executives and authorized representatives against any loss, costs, charges and expenses incurred due to breach of any provision of the agreement.

7.21 Arbitration: All disputes, differences, claims and questions whatsoever which shall arise either during the subsistence of this agreement or afterwards between the parties hereto and / or their respective representatives touching these presents or any clause or thing herein contained or otherwise in any way relating to or arising from these presents or the interpretation of any provision herein contained shall be in the first place settled by mutual discussions between the parties at highest level. If the disputes, differences, claims or questions is not so resolved within 30 days from the day the parties first initiate discussion, then the same shall be referred to the arbitral tribunal which shall be composed of three arbitrators, one arbitrator to be appointed by each Party and third arbitrator appointed by the mutual consent of the arbitrators so appointed before commencing the arbitration proceedings. The third arbitrators to be appointed shall be independent. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and shall be held in Mumbai and conducted in English language. The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties. The Courts in Mumbai shall have exclusive jurisdiction over such arbitration proceedings. The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be governed by and subject to Indian law.

7.22 Governing law & jurisdiction: The agreement shall be governed by, construed and enforced in accordance with the laws of India. The parties agree that, except to the extent otherwise provided in the Act, the Rules and the Regulations, any action or suit involving this Agreement or the performance by either party of its obligations hereunder will be conducted exclusively in courts located within the city of Mumbai.

7.23 De-empanelment**:** In cases where the empanelled agency does not provide bid/quotes post empanellement, fails to deliver as per the requirements of the bank, the agency shall be de-emplaned. The bank at its discretion based on parameters like poor performance may de-empanel agency at any point in time with one month of notice.

7.24 Blacklisting**:** In cases of any gross violation/mis-conduct/suspicious activities, the agency shall be blacklisted.

7.25 Union Bank of India also reserves the right to re-issue the tender without bidders having the right to object to such re-issue. Union Bank of India also reserves the right to extend the validity period of the tender.

ANNEXURES

ANNEXUREI: Format of proposal for selection of agency for lead generation and targeted marketing:

S. No.	Information	Particulars / Response		
1.	Service provider/Company/ Firm Name: Phone, Fax, E-mail, Website. Name of the Directors:			
1a.	Constitution			
1b. 1c.	Name of the Authorized contact Person & Telephone Number Year Established.			
2.	Date of Incorporation (Memorandum & Articles & Memorandum of AOU to be attached)	-		
3.	Company Head Office / Registered Office and Addresses of Contact Person(s)/email id			
4	EMD details			
5.	Please furnish copies of the following Documents (as applicable) 1. PAN No. 2. Service Tax / GST Registration No. Any other documents (specify)	Please provide a copy of each.		
6.	Principal Banker & their address:			
8. 9.	Details of expertise and manpower along with certifications (i) (ii) (iii)	Employees	Number	Work Experience
		Digital Marketi		

S. No.	Information	Particulars / Response		
	(Attach separate sheet if required)	ng for Lead Generation		
		Client Services		
		Creative		
		Digital Media Planner		
	(1) No of years in business/experience as on 31/12/2017 (2) Tie up/JV with service providers (3) No. of Branches in India and Branches/Office in Mumbai (4) MIS (Management Information Systems)/ ERP Report Generation & submission. (5) Lead transmission:- a)dedicated access to portal b)real time allocation to end user of the lead c)integration capabilities with banks LEAD MANAGEMENT SYSTEM/CRM			
10.	Please mention turnover for last three financial years and include the copies of Balance Sheet in support of it. Copies of CA certified Audited Balance Sheet for 2014-15, 2015-16 and 2016-17 to be attached. (Only company figures need to be mentioned. Not to include group/subsidiary Company figures) (Mention the above amount in INR only)	Year	Total annual Turnover (in lacs)	Operating Profit (in lacs)
		2014-15		
		2015-16		
		2016-17		
11.	Whether the agency has been debarred or blacklisted by any Corporate /PSU/PSB.			
12.	Whether agency is in the panel of Registered Finance bodies/Govt. Banks/Private Banks & Corporate and companies? If any. List it. (Attach separate sheet if required).			

S. No.	Information	Particulars / Response
13.	Agency's experience in for Lead Generation and Targeted Marketing through Digital Channels(in years)	
	a)Experience in India	
	b)Global Experience, if any.	
14.	Industry recognitions, awards and accolades won during last three years.(attach copy of certificates as enclosure)	
15	Tools used in day-to-day operations (mention all research, analytics, lead capture any other innovation tools used in daily operations)	
16	Agency website (URL)	

We certify that the above particulars are correct and we understand and agree that if any statement is found to be false or not correct, Union Bank of India reserves the right to remove our name from the panel, if empanelled, with immediate effect and Union Bank of India's authority in this regard is full and final. We understand and agree that the empanelment does not obligate Union Bank of India in any manner. We also understand that Union Bank of India has the right to cancel the name of the agency from the approved lists at its absolute discretion at any time during the term of the empanelment.

Signature of Authorized person:

Signed by:

Date:

Seal of Agency:

Enclosures: As per the order mentioned in the eligibility checklist. Additional enclosures as per the order of particulars in the proposal format.

ANNEXURE II: Format for Covering Letter

(to be furnished by the agency on their letter head)

Covering Letter

Date: _____

To,
The Deputy General Manager,
Union Bank of India,
Digital Banking Department
Union Bank Bhavan,
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai 400021.

Sub: Application for Tender for Empanellement of Agency for Lead Generation and Targeted Marketing through Digital Channels for Union Bank of India.

Sir,
In response to the Tender for Selection of Advertising Agency for Union Bank of India, issued by Union Bank of India and after going through all the information and terms and conditions given in the Tender document including addendums/corrigendum, we are submitting our Bid for being shortlisted for the Project.

1. The required general information and details along with supporting documents are enclosed along with this Bid. The undersigned declares that the statements made and the information provided herein is complete, true, and correct in all aspects. This Bid shall be valid for 180 days from the Bid Due Date.

2. We acknowledge that Union Bank of India will be relying on the information provided in this Bid and the documents accompanying such Bid for pre-qualification of the Agencies for the aforesaid project, and we certify that all information provided in the Bid and in the Annexures are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Bid are true copies of their respective originals.

3. All the required documents as per format provided in the Tender document, duly signed, are enclosed.

4. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Union Bank of India/ Authority in connection with the selection of Agencies, selection of the Agency, or in connection with the selection process itself, in respect of the above mentioned Project.

5. I/we agree and undertake to abide by all the terms and conditions of the Tender document.

6. We also understand that:-

1. This Bid is only for short listing of the agencies;

2. Union Bank of Indiais not bound to accept the Bid of any Agency, either in part or in full.

If Union Bank of India rejects any Bid or does not shortlist any Agency, it may do so without assigning any reasons thereof.

3. This does not entitle us to receive any documents or to be invited for Price Bid for the Project;

4. Union Bank of India has the right to change or alter the details of the Project or scope of work;

5. Union Bank of India reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, to terminate further participation in the Bidding process by any party, change the structure, procedures and timing of the Bidding process, alter the terms of participation in the Bid process at any stage of the Bid process and to suspend or terminate the Bid process.

SIGNATURE: _____

NAME : _____

DESIGNATION : _____

COMPANY : _____

COMPANY SEAL

ANNEXURE III: Regulatory Compliance Self Declaration.

(to be furnished by the agency on their letter head)

Date: _____

To,
The Deputy General Manager,
Union Bank of India,
Digital Banking Department,
Union Bank Bhavan,
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai 400021.

Sub: Regulatory Compliance Self Declaration.

Sir,

In response to the Tender for Selection of Agency for Lead Generation and Targeted Marketing through Digital Channels, issued by Union Bank of India and after going through all the information and terms and conditions given in the Tender document including addendums/corrigendum, we declare and certify as under:

1. We possess all permissions, consents, approvals and license from all authorities, regulatory /statutory and non-regulatory, for executing the Service(s).
2. We undertake to secure any pending regulatory and statutory requirements before we initiate the project.
3. We shall secure any other regulatory and statutory requirements that may arise in future.
4. We shall be liable for any penalties/damages of any nature that may be levied as a result of non compliance of any laws/regulations.
5. We understand that we may be liable to be blacklisted/de-empanelled incase of any compliance failure.

SIGNATURE: _____

NAME: _____

DESIGNATION: _____

COMPANY: _____

COMPANY SEAL

ANNEXURE-IV: Declaration-Cum-Certificate

(On the letter head of the Agency duly stamped and signed)

To,

The Deputy General Manager,
Union Bank of India, Digital Banking Department,
Union Bank Bhavan, 239 Vidhan Bhavan Marg,
Nariman Point, Mumbai- 400 021

Sub: Declaration accepting the terms and conditions of RFP for "Empanelment of agency for Lead Generation and Targeted Marketing Through Digital Channels"

We submit our Bid Documents herewith and undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP No. , including all annexure, agenda and corrigenda;

We understand that

- Bank is not bound to accept any bid received, and Bank may reject all or any bid/s.
- If our Bid is accepted this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- The bank reserves the right to amend, delete or modify any of the pre-qualification criteria prescribed as above.

We confirm that

- We have not been black listed or expelled from any project or not have had our contract terminated for any breach by any Government Authority / Corporate Institutions or Public Sector Undertaking (PSUs). We have paid all the Government Dues viz. Income Tax / Sales Tax / Excise Duty / other statutory dues and there is no default of Govt. Dues. There is no case pending against us involving cheating/fraudulent activities. The Agency and/or its director/promoter have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required. We will not resort to any corrupt practices in any aspect/stage of the contract. I/we clearly understand and agree that if any of the information furnished by me/us hereunder is found to be wrong or untrue or false or incorrect or incomplete, my/our application is liable to be rejected. I have read and understood the instructions and other terms and conditions furnished by me/us in the press notice/notice in the Bank's website in respect of the captioned empanelment. I/we hereby submit my/our application for the captioned "request for proposal" of our bank. I/we do hereby declare that all the information furnished in the application and supplementary sheets are correct to the best of my/our knowledge and belief.I/We understand and agree that the decision of Bank in empanelment of the courier agencies is final and binding to me/us.

Yours faithfully,

Signature of Authorized Signatory
Name of Signatory:
Designation & Seal
Date: **Place:**

ANNEXUREV: Brief Profile of Management Team and Core Execution Team

1. Name of Agency [*Insert name of firm proposing the staff*]:
2. Brief Profile of core execution team[*Indicate in tabular format college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and experience*]:
3. Membership of Professional Associations:
4. Brief Bio of the management team

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation & Seal

Date: **Place:**

ANNEXURE VI: Format for Financial Summary (Turnover)

(to be furnished by the agency on the letter head of the Chartered Accountant)

All figures in Equivalent Currency (in Rs. Lakhs)

Description	**Turnover in Last Three Financial Years – Audited**			**Average in the last three years**
	FY 2014-15	**FY 2015-16**	**FY 2016-17**	
Operating Revenue				
Other Revenue				
Total Turnover				
Operating Profit				

Financial Year: 1st April to 31st March

This is to certify that _____ (name of the Agency) the figures shown above against the respective/s financial year/s.

Signature: _____

Name of the Statutory Auditor: _____

Membership no: _____

Designation: _____

Name of the Audit Firm: _____

FRN: _____

ANNEXUREVII: Past Performance Statement

PAST PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 3 YEARS)

Sr.No	Name of Private Bank/ PSU Bank /MNC Bank/other BFSI Company	Name of Contact Person/Official Email/Phone	Empanelment Since (Date)	Product for which Lead Generated	Value of work done during past three years (Amt. in Rs. in lacs)	No. of Leads Generated in the last 3 years	No. of Leads converted in the last 3 years

List of the clients lost in last 3 years (contact details will be used for reference checks)

Sr. No	Name of Client	Contact Person	Phone/Email	Empanelled Since	A/c Lost since

Only relevant letter of empanelment with certificate of satisfactory proof of services not older than 6 months to be enclosed)

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Date:

Place:

ANNEXURE VIII: Self Declaration for Capability to Generate Leads across Product categories specified by the bank.

(to be furnished by the agency on their letter head)

Date: _____

To,

The Deputy General Manager,
Union Bank of India,
Digital Banking Department,
Union Bank Bhavan,
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai 400021.

Sub: Self Declaration for Capability to Generate Leads across all Product categories specified by the bank.

Sir,

In response to the Tender for Selection of Agency for Lead Generation and Targeted Marketing through Digital Channels, issued by Union Bank of India and after going through all the information and terms and conditions given in the Tender document including addendums/corrigendum, we declare and certify as under:

1. We possess capability to generate leads across all product categories specified by the bank.
2. We agree that in case our failure to do so, we shall be liable to be blacklisted/de-empanelled by the bank.

SIGNATURE: _____

NAME : _____

DESIGNATION : _____

COMPANY SEAL COMPANY : _____

ANNEXURE IX: Anti-Collusion Certificate

(to be furnished by the Agency on their letter head)

To,
The Deputy General Manager,
Digital Banking Department,
Union Bank of India,
239, Vidhan Bhavan Marg,
Nariman Point,
Mumbai – 400 021

Sub: Application for Tender for Empanellement of Agency for Lead Generation and Targeted Marketing through Digital Channels.

Dear Sir,

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Agency or any other person(s).And also not done any act, deed or thing which is or could be regarded as anticompetitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated this _____ Day of _____, 2018

Name of the Agency:
_____

Signature of the Authorized Signatory:

_____

Name of the Authorized Signatory:
_____

ANNEXUREX: Empanelment Certificate

(On letterhead of the respective client duly stamped and signed)
To,
The Deputy General Manager,
Digital Banking Department,
Union Bank of India,
239, Vidhan Bhavan Marg,
Nariman Point,
Mumbai – 400 021
Date:

Dear Sir,

This is to certify that M/s……. is our empanelled agency for more than ……. years. The performance of the agency is satisfactory during their tenure with us.

The services rendered by the company to us are:

a.
b.
c.

(AUTHORISED SIGNATORY)
NAME:
DESIGNATION:

Annexure XI:

This is not to be submitted at the time of application. This is to be used when banks user department raises a request/quote for availing the services from the empanelled agencies.*

Commercial Table Format- To be used by empanelled agencies for providing quotes/bids.

Sr. No.	Products	Lead Category for Payout	Fixed cost per lead in Figures in ₹	Fixed cost per lead in words in ₹
1	Saving Account	Converted	X	x
2	Current Account	Converted	X	x
3	Credit Cards	Converted	X	x
4	Home Loans	Converted	X	x
5	Auto Loans	Converted	X	x
6	MSME Loans upto ₹ 50 lac	Qualified	X	x

a. Fixed cost per lead shall be payable upon qualification/conversion of the lead on agreed parameters.
b. Price quoted shall be inclusive of all services/products that are to be required to perform the scope of work.
c. Price quoted for the PO shall be valid for a period of 6 months.
d. Bank may avail additional resources based on the requirement.
e. Prices to be quoted in WORDS and Figures.
f. In case of any discrepancy, unit price quoted in words will be considered for computation.
g. Cost exclusive of taxes is to be quoted above.
h. Taxes applicable shall be paid/deducted as per prevalent laws.

Authorized Signatories
(Name & Designation, seal of the company)
Place:
Date:

ANNEXURE 12

PRE-CONTRACT INTEGRITY PACT

PRE-BID INTEGRITY PCT

Tender Ref. No:…….

INTEGRITY PACT

Whereas Union Bank of India having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai, India -400 021 acting through its …… Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s_____ represented by_____ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

3. **Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc of _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4. 1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

(i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

(iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5 Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

(ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as

part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

(iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
(iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded".

11. Independent External Monitor(s)

11.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given in RFP).

11.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

11.3 The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.

11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Union Bank Of India, Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai -21 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

12. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Mumbai, India.

13. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

14. Integrity Pact Duration.

14.1 This Integrity Pact begins when both parties have legally signed it. It expires

for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months form date of placement of order / finalization of contract.

14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Union Bank of India.

14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15 Other Provisions

15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

16. This Integrity Pact is signed with Union Bank of India exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. The Parties here by sign this Integrity Pact at_____on _____

(Seller/Bidder) and _____on _____ (Buyer)

BUYER	BIDDER * /SELLER*
Signature:	Signature:
General Manager/Dy G M,	Authorized Signatory (*)
Union Bank of India, …….Division	
Date:	Date:
Stamp:	Stamp:
Witness	Witness
1. _____ _____	1. _____ _____
2._____ _____	2. _____ _____

(*) – Authorized signatory of the company who has also signed and submitted
The main bid