EXPRESSION OF INTEREST FOR EMPANELMENT OF DIGITAL MARKETING AGENCIES

(EOI Ref. No. PSBA/EOI/Digital Marketing/2026-27/217

Dated 16TH JULY 2026)

The information provided by the bidders in response to this EOI Document will become the property of PSB ALLIANCE PRIVATE LIMITED and will not be returned. The company reserves the right to amend, rescind, reissue this EOI Document and all amendments will be advised to the bidders, and such amendments will be binding on them. The company also reserves its right to accept or reject any or all the responses to this EOI Document without assigning any reason whatsoever.

This document is prepared by PSB Alliance Private Limited for empanelment of digital marketing agencies.

It should not be reused or copied or used either partially or fully in any form.

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by the Company or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The EOI is not an offer by the Company, but an invitation for Service Providers' responses. No contractual obligation on behalf of the Company, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of the Company and the Bidder.

This EOI is neither an agreement nor an offer and is only an invitation by Company to the shortlisted Bidders for submission of bids. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI and obtain independent advice, wherever necessary.

PSB Alliance Private Limited (hereinafter referred to as Company/PSBA/PSB Alliance) invites Expression of Interest (EOI) vide Ref. No. PSBA/EOI/Digital Marketing/2026-27/217Dated 16/07/2026 from experienced Digital Marketing Agencies (hereinafter referred as "Bidders/Agencies/Service Providers") with proven capabilities and track record in digital marketing, communication, and media management for the banking/BFSI sector, for empanelment as Digital Marketing Agencies with the Company.

There is no cap on the number of agencies to be empanelled under this EOI. All Bidders meeting the eligibility criteria set out below and achieving the minimum score at Section 9.5 shall be empanelled, and shall be eligible to compete for individual assignments as and when a business requirement arises from the Company or its member banks.

Schedule of Events

EOI Ref. No.	:	PSBA/EOI/Digital Marketing/2026-27/217 Dated 16/07/2026
Date of EOI document	:	16/07/2026
Last date for submission of queries	:	23/07/2026
Date of Pre-Bid Meeting	:	24/07/2026 Address: **PSB Alliance Private Limited** Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East. Mumbai-400 037. In-person preferred; online attendance only on prior email request.
Last date for submission of EOI Response	:	30/07/2026 till 3:00PM
Address for Submission of Bids	:	**PSB Alliance Private Limited (same as above)**
Date of Opening of Bids	:	30/07/2026 at 3:30PM
Reverse Auction	:	NA
Date of Technical Presentation	:	Date & time will be communicated separately to Bidders clearing the eligibility criteria.
Issued By	:	PSB Alliance Private Limited
Contact Person	:	Ms. Neha Mogre / Mr. Vaibhav Khatri
Telephone	:	8712706064 / 7304029079
Email	:	dsb.it3@psballiance.com/ vaibhav.khatri@psballiance.com
Non-refundable Application Fee	:	Rs. **10,000/-** (Rupees Ten Thousand only) is to be submitted on or before the bid response submission by way of a Demand Draft favouring PSB Alliance Pvt Ltd. payable at Mumbai OR NEFT as per the detailed below: • Payee Name: PSB Alliance Private Limited, • A/c No.: 41204656705 • IFSC Code: SBIN0001821 • Account Type: Current A/C
Earnest Money Deposit (EMD) EMD can be deposited i**n the form of a Bank Guarantee** issued by a Scheduled Commercial Bank, in the format prescribed at **Annexure-11.13**; **or through NEFT/RTGS** to the bank account details provided under the **Application Fee** section.	:	INR 2,00,000/- (Indian Rupees Two Lakhs only) **Validity period-** Valid for a period of 6 months

1. Introduction

1.1 About PSB Alliance

"PSB Alliance Private Limited" (hereinafter referred to as the "Company/PSBA/PSB Alliance") is jointly owned by 12 Public Sector Banks in India, primarily focusing on delivering innovative & customer-friendly technology and communication solutions. The intent of the Company is to drive common initiatives on behalf of all 12 Public Sector Banks by providing them with a common platform in a safe, secure, and cost-effective manner.

1.2 Project Objective

The objective of this Expression of Interest (EOI) is to identify and empanel experienced Digital Marketing Agencies to support PSB Alliance and its member banks in planning, creating, and executing digital marketing and communication campaigns - including for flagship PSBA products such as BAANKNET and DBCP, and other assignments as may arise from time to time.

Empanelment as a Digital Marketing Agency with the Company shall not, by itself, confer any right or guarantee of work. Only on receipt of a specific business requirement, the Company shall issue a detailed task/scope brief to the empanelled panel, and agencies shall compete for that assignment through a techno-creative and commercial evaluation, as detailed in Section 5 (Empanelment Model & Task Allocation) below. The successful agency for that assignment shall be paid on a **project/task basis**, per the task-specific quote agreed at the time of award - there is no retainer or media-commission entitlement by virtue of empanelment alone.

1.3 EOI Document

The EOI Document may be downloaded from the Company's official website https://www.psballiance.com/Tenders-and-notices.html.

2. Structure of EOI

The EOI is structured as follows:

1. An overview of the scope of digital marketing services to be provided by the Bidder.
2. The general eligibility criteria and technical eligibility criteria to be followed for empanelment of Bidders.
3. The scope of work, task allocation model, and commercial terms governing individual assignments issued under this empanelment.
4. The terms and conditions governing this EOI and the Bidder's responses. Upon empanelment, PSB Alliance shall not enter into any separate contract with the Bidder until a specific assignment is awarded; at that stage, a task-specific work order/agreement detailing the applicable terms and conditions shall be issued.

A detailed set of annexures is provided to the Bidders for the formulation of responses to the eligibility criteria and other requirements. The list of such annexures is provided in the table below.

Bid Formats attached in this document

Annexure Reference	Content
Annexure – 11.1	General Eligibility Criteria Compliance Format
Annexure – 11.2	Technical Eligibility Criteria Compliance Format
Annexure – 11.3	Technical Proposal Format
Annexure – 11.4	Compliance Certificate
Annexure – 11.5	Proposed Agency Profile
Annexure – 11.6	Confirmation of Terms & Conditions
Annexure – 11.7	EOI Cover Letter
Annexure – 11.8	Submission Checklist
Annexure – 11.9	Pre-Bid Query Format
Annexure – 11.10	NDA Format
Annexure – 11.11	Performance Bank Guarantee Format
Annexure – 11.12	Integrity Pact
Annexure – 11.13	EMD Format

3. Eligibility Criteria

3.1 General Eligibility Criteria

Sr. No.	Criteria	Proof of documents required
1	The Bidder should be a Company/LLP/Partnership Firm registered under the Companies Act, 1956/2013, LLP Act 2008, or Partnership Act 1932, as applicable.	Copy of Certificate of Incorporation/Registration, PAN, along with MOA/AOA or Partnership Deed as applicable.
2	The Bidder should be registered for GST.	Copy of valid GST registration certificate.
3	The Bidder should have a minimum average turnover of ₹1 Crore, calculated over the last three financial years (i.e., FY 2023–24, FY 2024–25, and FY 2025–26). MSMEs and Start-ups should have a minimum average turnover of ₹50 Lakh, calculated over the same period.	Audited financial statements for the last three FYs. MSME/Start-up bidders must additionally submit valid Udyam/DPIIT registration to claim the relaxed threshold.
4	The Bidder should have a positive net worth as per its audited financial statement for the latest financial year (2025-26).	Audited financial statement / CA certificate for FY 2025-26.
5	The Bidder should not have been blacklisted or debarred by any Central/State Government, PSU, Public/Private Sector Bank, or Financial Institution in India as on the date of EOI submission.	Self-declaration on the Bidder's letterhead.
6	The Bidder should not be under any insolvency, liquidation, winding-up, or bankruptcy proceedings as on the date of EOI submission.	Self-declaration on the Bidder's letterhead.
7	The Bidder should have an operational office/presence in India capable of servicing the assignment.	Self-certification with registered/operational address and supporting proof (utility bill, lease agreement, or GST registration address).
8	The Bidder should have dedicated marketing/creative/digital resources on its rolls to service assignments of this nature.	Self-declaration with broad headcount/skill-mix by function (creative, content, digital media, analytics, etc.).

Sr. No.	Criteria	Proof of documents required
9	The Bidder shall disclose any actual or potential conflict of interest, including any engagement with a competing PSU/BFSI client that could compromise its ability to service PSBA impartially.	Self-declaration on the Bidder's letterhead.
10	None of the Bidder's subsidiaries, associates, holding companies, or related entities with common directors/partners should participate independently in this same EOI. Further, none of the above should be owned by any Director or Employee of PSB Alliance Pvt Ltd.	Self-declaration on the Bidder's letterhead.

Note: All Bidders meeting the General and Technical Eligibility Criteria, and achieving the minimum score at Section 9.5, shall be empanelled.

**PSB Alliance reserves the right to verify references provided by the Bidder independently. Any decision of PSB Alliance in this regard shall be final, conclusive and binding upon the bidder.*

3.2 Technical Eligibility Criteria

Sr. No.	Criteria	Proof of documents required
1	The Bidder should have a minimum of 3 years' experience in marketing, branding, and/or digital marketing activities.	Certificate of Incorporation (to establish vintage) and/or earliest client work order/engagement letter.
2	The Bidder should have completed at least 2 assignments in marketing/branding/digital marketing during the last 3 financial years.	Work orders / completion certificates / client reference letters (minimum 2), stating scope and duration of engagement.
3	Experience in servicing BFSI, PSU, or Government sector clients is preferable, though not mandatory.	Client list with sector classification; testimonials/work orders where available.
4	The Bidder should demonstrate capability across Digital Marketing, Creative Design, Content Creation, Video Production, and Event Management (full-service or through a documented in-house/partner model).	Self-declaration of service lines offered, supported by portfolio samples/case studies for each.
5	The Bidder should have experience executing integrated (multi-channel) campaigns spanning digital, social, and/or offline touchpoints.	At least one case study describing campaign objective, channels used, and outcome.
6	The Bidder should be able to provide campaign analytics and performance reporting (reach, engagement, conversions, ROI, etc.) as part of its standard service.	Self-declaration confirming reporting capability, along with a sample report/dashboard format.
7	The Bidder should be able to allocate a dedicated account team for PSBA assignments (distinct from teams servicing other competing accounts), with defined roles.	Letter from authorized signatory listing proposed team members, designations, and relevant experience.

4. Scope of Work

PSB Alliance requires the services of empanelled Digital Marketing Agencies for the categories of work listed below, in connection with its own initiatives and those of its member banks. Work under this empanelment shall be assigned to agencies on a task/project basis, as detailed in Section 5 (Empanelment Model & Task Allocation). There is no commitment from the Company on the minimum quantum of work to be assigned to any empanelled agency.

The scope of work includes but is not limited to the following:

4.1 Digital Marketing

- Search Engine Optimization (SEO) - on-page, off-page, and technical SEO
- Search Engine Marketing (SEM) - paid search, keyword strategy, ad copy and bid management
- Performance Marketing across digital platforms (Google, Meta, LinkedIn, programmatic, and other relevant channels)
- Paid campaign planning, execution, and optimization
- Display advertising (banners, native ads, GDN, and other formats)
- Lead generation campaigns, including landing page design and conversion tracking
- Web/campaign analytics - setup and management of tracking tools (e.g., Google Analytics, Tag Manager)
- Ongoing campaign monitoring, optimization, and performance reporting

4.2 Social Media

- End-to-end social media handle management across platforms (Facebook, Instagram, LinkedIn, X, YouTube, and others as required)
- Monthly/fortnightly content calendar planning and approval workflows
- Design and scheduling of posts, reels, carousels, and infographics
- Community management - monitoring, moderation, and response to comments/messages
- Planning and execution of social media contests, campaigns, and influencer collaborations where required

4.3 Creative Services

- Graphic design for digital and print use
- Brochures, leaflets, and other collateral design
- Presentation decks (corporate, investor, product) design support
- Corporate collaterals - letterheads, templates, signage, merchandise design

- Development and upkeep of brand assets (logos, guidelines, templates) in line with PSBA/member bank brand standards
- Standee, banner, and other on-ground branding material design
- Event branding - venue collateral, backdrops, signage

4.4 Video and Multimedia

- Corporate films and brand videos
- Explainer videos and motion graphics
- 2D/3D animation as required
- Podcast production (audio/video)
- Customer/employee testimonial videos
- Short-form video content and reels for social platforms

4.5 Events and Promotions

- Support for product launch events
- Exhibition stall design, execution, and on-ground coordination
- Roadshows across branches/regions as directed
- Conferences and seminars - planning and execution support
- Public awareness/outreach programs
- Corporate events (internal and external)
- General promotional activities and on-ground activation

4.6 Communication

- Content writing - web, campaign, and marketing collateral copy
- Press releases and media notes
- Newsletters (internal and external)
- Blog content
- Campaign messaging and taglines
- Content localization/translation into regional Indian languages, ensuring the translation captures intended meaning rather than being literal

4.7 General Requirements Across All Categories

- All creative, content, and campaign material shall be developed in accordance with the brand guidelines of PSB Alliance and/or the concerned member bank, and shall require written approval prior to release.
- The Agency shall submit post-activity/campaign performance reports for each assignment, in a format to be mutually agreed at the time of task allocation.
- Turnaround times, revision cycles, and delivery formats shall be specified in the task-specific brief issued for each assignment (see Section 5).
- All content, design, and campaign material developed for PSBA/member banks under an assignment shall be the property of the Company, as detailed in **Section 7.19 – Ownership of Deliverables / Intellectual Property**.
- The Agency shall ensure compliance with the Advertising Standards Council of India (ASCI) guidelines and other applicable regulatory/statutory requirements for BFSI sector communication.

Note: The above illustration of activities is indicative and not exhaustive. The Company may, from time to time, require the empanelled Agency to undertake other related marketing, branding, or communication tasks not explicitly listed above, within the broad categories of work described.

5. Empanelment Model & Task Allocation

5.1 Assignment Allocation Methodology

Empanelment under this EOI shall not, by itself, guarantee any business, minimum quantum of work, or exclusivity to any empanelled Agency.

Whenever a specific business requirement arises, assignments shall be allocated following this process:

PSB Alliance prepares a brief for the requirement/SOW, which shall specify the evaluation method to be used for that assignment (see Section 5.2).
↓
The brief is shared with the empanelled agencies (or a relevant subset, where the requirement calls for specific category expertise).
↓
Agencies submit their concept/approach and/or commercial proposal, as specified in the Task Brief.
↓
Evaluation is conducted per the method specified in the Task Brief (Section 5.2).
↓
The assignment is awarded to the Agency scoring/quoting best under that method, through a task-specific Work Order.

5.2 QCBS Framework for Assignments

The Company shall specify, in each Task Brief, the evaluation method applicable to that assignment. This shall be one of the following:

(a) Technical-cum-Commercial (QCBS) Basis: Where the assignment requires specific technical or creative capability, Agencies shall be evaluated on both a Technical/Creative Score (based on task-specific capability, understanding of the brief, and proposed approach) and a Commercial Score, combined per the weightage specified in that Task Brief.

(b) Commercial-Only Basis: Where the assignment is straightforward or standardized, the Company may invite quotes only, and award to the Agency offering the lowest all-inclusive quote among those confirming ability to meet the Task Brief's requirements.

The evaluation method and any applicable weightage shall be determined by the Company on a per-assignment basis and stated in the Task Brief; no fixed weightage applies uniformly across all assignments.

5.3 Work Order

Each assignment awarded under this Section shall be governed by a task-specific Work Order, incorporating the applicable scope, timelines, commercial terms, and any additional conditions specific to that assignment or the concerned member bank, over and above the general terms and conditions contained in this EOI (see Section 7).

6. Commercial Terms

6.1 Basis of Payment

All payments to empanelled Agencies shall be made on a project/task basis, against specific assignments awarded under Section 5. There is no retainer fee, minimum guaranteed payment, or media commission payable by virtue of empanelment alone.

6.2 Commercial Quote Structure

For each assignment, the Task Brief shall specify one of the following billing structures:

(a) **All-Inclusive Quote** (default): Where an assignment involves media buying, third-party vendor engagement (e.g., printing, venue, artist fees, production costs), or any other pass-through element, the Agency shall submit a single, all-inclusive commercial quote for the assignment as a whole. This quote shall factor in and absorb:

- The Agency's own service fee/margin for planning, creative, execution, and management of the assignment; and
- All third-party, vendor, and media costs required to deliver the assignment.

The Company shall not separately itemize, renegotiate, or adjust the payment amount based on media/vendor costs and the Agency's commission as distinct line items. The Agency shall be solely responsible for negotiating with, contracting, and paying all media owners, vendors, and third parties engaged in the course of delivering the assignment, and shall bear full end-to-end responsibility for the assignment's execution at the quoted price.

(b) **Split Billing**: Where the Task Brief specifies, third-party/vendor costs for an assignment shall be billed to the Company separately from the Agency's own service fee - either through the Agency passing through third-party invoices at actuals, or through the Company engaging and paying the relevant third party directly. The specific arrangement shall be set out in the Work Order for that assignment.

Regardless of which billing structure applies to an assignment, the Agency shall obtain, retain, and furnish to the Company - on request, and in any event during any audit under Section 7.38 - copies of all third-party/vendor invoices relating to that assignment. This is a documentation and audit requirement only. It does not entitle the Company to renegotiate, itemize, or adjust the quoted amount already agreed for an assignment billed under (a) above; it exists solely to allow verification that quoted third-party costs were genuinely incurred.

6.3 Budget Ceilings

Where the Company specifies a budget ceiling in the Task Brief, the Agency's all-inclusive quote shall not exceed such ceiling. Quotes exceeding the stated ceiling without prior written justification accepted by the Company may be rejected from that assignment's evaluation.

6.4 Taxes

All quotes shall be exclusive of GST and other applicable statutory levies, which shall be charged separately at prevailing rates and borne by the Company. All payments shall be subject to deduction of TDS and other statutory deductions as applicable from time to time.

6.5 Payment Terms

- No advance payment shall be made against any assignment.
- Payment shall be released within **30 days** of the Company's written acceptance of the deliverable(s)/completion of the assignment, against a valid invoice raised by the Agency along with such supporting documentation as the Company may reasonably require.
- Where an assignment spans multiple milestones, payment may be released in tranches linked to milestone completion, as specified in the relevant Work Order.

6.6 No Escalation Mid-Assignment

Once a commercial quote or Work Order is accepted for a specific assignment, no escalation in price shall be permitted for that assignment except through a written change order agreed by both parties, where the scope of the assignment materially changes after award.

6.7 Other Terms

- The Company shall not bear any additional costs, expenses, or fees - including travel, boarding, lodging, or out-of-pocket expenses - beyond the accepted quote for an assignment, unless explicitly provided for in that assignment's Work Order.

- The Agency shall be solely responsible for all statutory payments, salaries, and benefits due to its own employees, sub-contractors, and any third parties engaged in the course of an assignment.

- The Agency shall bear all costs associated with preparing and delivering any presentation required under Section 5.1 or Section 9.6, including travel, materials, and personnel time. No fee, honorarium, or reimbursement shall be payable by the Company for participation in such a presentation, whether or not the Agency is ultimately awarded the assignment.

7. Terms & Conditions

The following general terms and conditions are proposed for inclusion in the empanelment contract. PSB Alliance reserves the right to add, amend, modify, or delete any clause as may be deemed necessary prior to execution of the final agreement.

It is clarified that empanelment with the Company does not, by itself, confer any right or guarantee of assignment, work, or payment. Each assignment awarded under Section 5 shall be governed by a task-specific Work Order, which may include additional terms and conditions specific to that assignment or the concerned member bank.

7.1 Terms of Assignment

The empanelled Agency shall perform all activities strictly in accordance with the Scope of Work (Section 4), the Task Brief, and the terms of the relevant Work Order. Failure to complete an assignment in accordance with agreed timelines and deliverables shall render the Agency liable to penalties/liquidated damages as specified in the Work Order or Section 10 (Service Levels & Penalties).

7.2 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Company may, at its own initiative or in response to a Bidder's query, modify this EOI by amendment. Amendments shall be posted on the Company's website and shall be binding on all prospective Bidders. The Company may, at its discretion, extend the last date for bid submission or scrap the EOI at any stage without assigning any reason.

7.3 Confidentiality of Bid Document

The Bidder, irrespective of participation in the bidding process, shall treat the contents of this EOI and all related communications as secret and confidential.

7.4 Documents Consisting of the Bid

The Bid shall comprise a Technical Bid containing: organizational profile and legal status; documentary evidence of eligibility (Annexures 11.1–11.2); demonstrated experience and case studies against the Scope of Work; proposed team structure; and a declaration of unconditional acceptance of this EOI's terms. The Bid shall not contain assignment-specific pricing at the empanelment stage - commercial quotes are invited only against a specific Task Brief, as per Section 5.

7.5 Adherence to Terms & Conditions

Bidders shall abide, in true intent and spirit, by all terms and conditions in this EOI. Responses containing extraneous conditions may be disqualified and excluded from further evaluation.

7.6 Execution of Agreements / NDA

The empanelled Agency shall execute a Non-Disclosure Agreement (NDA) in the format at Annexure 11.10, in addition to the empanelment agreement, given that the Agency may have access to the Company's and/or member banks' data, brand assets, and business information in the course of assignments. All costs of executing the agreement and NDA shall be borne by the Agency. Breach of the NDA shall entail termination of empanelment without prejudice to other remedies available to the Company.

7.7 Substitution of Project Team Members

Substitution of the account lead or key personnel identified for an assignment shall not be permitted except where unavoidable, and then only with the Company's prior written concurrence and with a replacement of equivalent qualification and experience. The Company reserves the right to require replacement of any team member whose performance it considers unsatisfactory or whose continued involvement it considers prejudicial to an assignment.

7.8 Professionalism

The Agency shall provide professional, objective, and impartial service at all times, hold the Company's interest paramount, and observe the highest standards of ethics, honesty, and integrity while executing any assignment.

7.9 Expenses

The Company shall not pay any additional amount, expense, fee, travel, boarding, lodging, or out-of-pocket cost beyond the accepted quote for an assignment, except where expressly provided for in the relevant Work Order (see also Section 6.7).

7.10 Performance Bank Guarantee

The empanelled Agency shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) of ₹2,00,000/- (Rupees Two Lakhs only), valid for the entire duration of empanelment (Section 7.13), with an additional claim period of twelve (12) months, in the format at Annexure 11.11.

The PBG must be submitted within 21 days from the date of issuance of the Empanelment Letter. The PBG shall be denominated in Indian Rupees, and all charges such as premium, commission, or documentation fees shall be borne by the Agency.

The Company reserves the right to invoke the PBG in the event of material breach, persistent non-performance (including grounds arising under Section 10.9 - Quarterly Performance Review), or delay beyond an agreed timeline, after a cure period of 30 days.

The PBG may be discharged or returned by the Company upon satisfactory completion/expiry of empanelment and all associated obligations. No interest shall be payable on the PBG. This requirement applies uniformly to all empanelled Agencies, including MSME/Start-ups (see Section 7.33(d))

7.11 Single Point of Contact

The empanelled Agency shall provide details of a single point of contact - name, designation, address, e-mail, and telephone/mobile number - responsible for all communication and obligations under this empanelment.

7.12 Applicable Law and Jurisdiction of Court

This empanelment and any assignment issued under it shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts at Mumbai.

7.13 Empanelment Period

Empanelment under this EOI shall be valid for one (1) year, extendable up to a maximum of three (3) years from the date of empanelment, based on performance and mutual consent. This period is solely for empanelment as a Digital Marketing Agency with PSB Alliance and does not confer any right or guarantee of assignment or minimum work. The period and terms of any individual assignment shall be governed by the relevant Work Order.

7.14 Force Majeure

Neither party shall be liable for failure to perform its obligations where such failure results from a Force Majeure event - including acts of God, fire, flood, explosion, riots, strikes, civil commotion, war, or acts of Government - beyond the reasonable control of the affected party. The affected party shall notify the other in writing within seven days of such event and both parties shall consult to find a mutually acceptable solution.

7.15 Authorized Signatory

The empanelled Agency shall furnish a certified copy of its Board Resolution/Power of Attorney authorizing an official to sign agreements and correspond with the Company on its behalf, along with proof of signature identification.

7.16 Indemnity

The Agency shall indemnify and keep indemnified the Company, its officers, directors, and employees against all losses, claims, actions, costs, and expenses arising from: the Company's authorized use of deliverables provided by the Agency; any act, omission, negligence, or misconduct of the Agency or its personnel/sub-contractors; any breach of this EOI, the NDA, or a Work Order; and any infringement of third-party intellectual property, copyright, or trademark rights arising from material created or sourced by the Agency. The Agency shall be responsible for copyright clearance of all images, footage, music, and text used in its deliverables, and shall not resort to plagiarism; the Company shall not be a party to any dispute arising from copyright infringement or plagiarism by the Agency.

7.17 Assignment (of Contract)

Neither this empanelment nor any Work Order issued under it may be assigned, sub-let, or transferred by the Agency, in whole or in part, without the Company's prior written consent.

7.18 No Employer-Employee Relationship

The Agency, its holding/subsidiary/group companies, and their respective employees, officers, and representatives shall not, under any circumstances, be deemed to have an employer-employee relationship with the Company.

7.19 Ownership of Deliverables / Intellectual Property

(a) Pre-Existing IP: Each party retains all rights, title, and interest in its Pre-Existing Intellectual Property (owned or licensed prior to an assignment) and Independent IP (developed independently of the assignment). Nothing in this empanelment or any Work Order transfers such Pre-Existing or Independent IP.

(b) Assignment Deliverables: All interim and final deliverables created specifically for the Company or a member bank under an assignment - creative assets, content, campaign material, brand collateral, footage, photography, audio/video, and reports - shall, upon full payment, vest exclusively and perpetually in the Company/concerned member bank. The Agency shall hand over all open/editable source files and raw footage along with final deliverables, and shall not retain, reuse, or license such deliverables to any third party without the Company's prior written consent.

(c) Joint Developments: Where IP is jointly developed by the Agency and the Company in the course of an assignment, title shall vest jointly, with terms of protection and commercial use mutually agreed, in accordance with Indian law.

(d) Third-Party & Licensed Content: Where an assignment requires licensed stock imagery, music, fonts, or other third-party content, the Agency shall procure all necessary licenses in the Company's name (or transferable to the Company) at its own cost, and furnish proof on request. The Agency is solely responsible for ensuring no deliverable infringes third-party IP, and shall not resort to plagiarism (see also 7.16 – Indemnity).

(e) Brand Assets: The Company's and member banks' names, logos, and brand assets shall not be used by the Agency for self-promotion or portfolio display without prior written permission (see also 7.32 – Publicity).

(f) Moral & Personality Rights: Where deliverables include photographs, testimonials, or likenesses of customers, employees, or representatives, the Agency shall ensure appropriate consent has been obtained, and shall indemnify the Company against any claim arising from its absence.

7.20 Subcontracting

Subcontracting of any part of an assignment requires the Company's prior written approval. The Agency shall remain fully responsible for the performance, conduct, and statutory compliance of any sub-contractor it engages, regardless of the Company's approval.

7.21 Dispute Resolution

Disputes arising out of or relating to this empanelment or any assignment, if not resolved through discussion and negotiation, shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in English, with Mumbai as the seat, and the arbitrator's decision shall be final and binding, without prejudice to either party's right to seek equitable or injunctive relief from a court of competent jurisdiction to protect its intellectual property or confidential information.

7.22 Exit Management

On conclusion or termination of empanelment or any assignment, the Agency shall cooperate fully with the Company or its nominated successor agency to ensure smooth transition, including handing over all project data, creative assets, source files, licenses, and records, and shall not retain copies beyond one archival copy for compliance purposes.

7.23 Integrity Pact

This EOI shall be covered under the Integrity Pact policy of the Company (Annexure 11.12), in compliance with CVC guidelines, to ensure transparency and prevent corrupt influence on any aspect of the empanelment or assignment process. Signing the Integrity Pact is a preliminary qualification for participation in this EOI; a Bidder that does not sign it shall be disqualified.

7.24 Payment Terms & Dispute Handling

Payment terms shall be as per Section 6 (Commercial Terms) of this EOI and the relevant Work Order. Any payment dispute shall first be raised in writing to the Company's designated point of contact for resolution before recourse to Section 7.21 (Dispute Resolution).

7.25 Erasures or Alteration

The Bid shall contain no alterations, erasures, or overwriting except as necessary to correct errors, and any such correction must be duly stamped and initialled by the signatory. Non-conforming or incomplete bids may be rejected at the Bidder's risk.

7.26 Right to Accept/Reject Bids and Cancellation of EOI Process

The Company reserves the right to accept or reject any Bid in part or in full, to annul the bidding process, and to reject all Bids at any time prior to empanelment, without incurring liability or obligation to inform Bidders of the grounds for such action. Bids found non-compliant with eligibility criteria or containing false/incorrect information shall be summarily rejected at any stage.

7.27 Softcopy of EOI Document

The soft copy of this EOI Document is available on the Company's website. The Company shall not be responsible for errors, omissions, or mistakes in a downloaded copy.

7.28 Awarding of Empanelment Letter

Following eligibility evaluation, an Empanelment Letter shall be issued to each qualifying Bidder. The terms of the Empanelment Letter and this EOI shall together constitute a binding contract for empanelment, without conferring any guarantee of assignment (see Section 7.13).

7.29 Compliance with Statutory and Regulatory Provisions

The Agency shall be solely responsible for compliance with all applicable statutory, regulatory, and legal provisions in delivering services under this EOI, including but not limited to labour legislation, GST, and Advertising Standards Council of India (ASCI) guidelines for BFSI-sector communication. Changes necessitated by changes in law or regulation shall be implemented without extra cost to the Company, except where mutually agreed otherwise.

7.30 Legal Compliance

The Agency shall comply with all applicable union, state, and local laws in performing its obligations, including procurement of licenses, permits, and payment of taxes where required, and shall ensure payment of minimum wages to its personnel under the Minimum Wages Act, 1948. Violation of any law by the Agency shall entitle the Company to terminate the empanelment/assignment with immediate effect.

7.31 Conflict of Interest

The Agency shall disclose to the Company, in writing, all actual and potential conflicts of interest as soon as practicable after becoming aware of them.

7.32 Publicity

The Agency shall not use the Company's name, logo, or its association with the Company for its own publicity without the Company's prior written permission.

7.33 Earnest Money Deposit

The Bidder shall submit a non-interest-bearing Earnest Money Deposit (EMD) of ₹2,00,000/- (Rupees Two Lakhs only), by means of a Bank Guarantee issued by a Scheduled Commercial Bank in India or NEFT transfer favouring "PSB Alliance Private Limited," valid for a period of six (6) months, in the format at Annexure 11.13.

(a) Non-Submission: Failure to submit the EMD in the prescribed format shall result in rejection of the Bid. The EMD of unsuccessful Bidders shall be refunded within three (3) weeks of completion of the empanelment process. The EMD of empanelled Agencies shall be released upon signing of the empanelment agreement.

(b) Forfeiture Conditions: The EMD may be invoked or forfeited if the Bidder:

- Withdraws its bid during the bid validity period;
- Makes any statement or submits any document that is false, misleading, or conceals material information prior to empanelment;
- Fails to sign the empanelment agreement in the manner required by the Company; or
- Fails to furnish the required Performance Bank Guarantee (Section 7.10) within the stipulated timeframe.

In such cases, the concerned Bidder may also be debarred from participating in future EOIs issued by PSB Alliance, at the Company's sole discretion.

(c) MSME / Start-up Exemption: In accordance with Government of India guidelines, PSB Alliance shall waive the requirement of Application Fee and EMD for Bidders registered as Micro, Small & Medium Enterprises (MSMEs) under any of the following authorities:

- District Industries Centre (DIC)
- Khadi and Village Industries Commission (KVIC) / Board (KVIB)
- Coir Board
- National Small Industries Corporation (NSIC)
- Directorate of Handicrafts and Handlooms
- Udyog Aadhaar Memorandum / Udyam Registration

or Bidders recognized as a Start-up by the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India.

To claim this exemption, Bidders must submit a valid copy of their MSME/DPIIT Start-up registration certificate, current as on the last date of bid submission. Entities "under process of registration" shall not be considered for exemption. Traders engaged purely in resale activities without value addition are not eligible for this exemption.

MSME/Start-up Bidders availing this exemption must additionally submit a self-declaration undertaking that, if empanelled, failure to sign the empanelment agreement or furnish the required PBG within the specified deadline shall result in suspension for a period of three (3) years from participation in PSB Alliance EOIs.

(d) Note on PBG: The MSME/Start-up exemption above applies only to the Application Fee and EMD. The Performance Bank Guarantee requirement at Section 7.10 (₹2,00,000, valid for the empanelment duration plus 12-month claim period) applies uniformly to all empanelled Agencies, including MSME/Start-ups, since neither source template carves out a PBG exemption for smaller bidders.

7.34 Confidentiality

The Agency shall not disclose, reproduce, or share any part of this EOI, any Task Brief, or any Company/member bank data, brand material, or business information with any third party without the Company's prior written consent, except on a need-to-know basis to its own personnel bound by equivalent confidentiality obligations. This obligation shall survive for three years from disclosure or until such information lawfully enters the public domain, whichever is earlier.

7.35 Termination

(a) *Termination where an assignment is awarded:* Governed by the terms of the relevant Work Order.

(b) *Termination of empanelment where no assignment is in progress:* The Company may terminate an Agency's empanelment by giving thirty (30) days' prior written notice in the event of breach not cured within thirty days of notice, or where the Agency becomes insolvent, is wound up, or has a receiver/liquidator appointed over its assets. The Company may also terminate empanelment at its sole discretion by giving ninety (90) days' prior written notice, without assigning any reason.

7.36 Notices

All notices shall be in writing and delivered by e-mail followed by hand delivery, registered post, or courier, and shall be deemed validly given on the date of hand delivery, or on expiry of seven days from the date of posting if sent by registered post.

7.37 Security

Where an assignment involves access to customer-facing platforms, campaign data, or any information classified as sensitive by the Company, the Agency shall implement industry-standard controls to protect such information from unauthorized access, misuse, or disclosure, and shall promptly report any security incident to the Company. No Company or customer data accessed in the course of an assignment shall be stored, processed, or transferred outside India without the Company's prior written approval.

7.38 Audits

The Agency's records relevant to any assignment shall be made available to the Company's auditors or inspecting officials, at any time during normal business hours, for examination. The cost of such audit shall be borne by the Company, with reasonable prior notice given to the Agency except where the audit is mandated by a statutory/regulatory authority.

7.39 Risk & Title

(a) For physical deliverables (printed collateral, standees, event branding, signage, merchandise), risk of loss or damage passes to the Company only upon delivery to, and written acceptance by, the Company or its nominated representative at the agreed location. Until acceptance, the Agency bears full risk of loss, theft, or damage in transit, storage, or on-site handling, and shall maintain adequate insurance where the value of materials for an assignment warrants it.

(b) Title to physical deliverables passes to the Company upon full payment for the relevant assignment, notwithstanding that risk may have passed earlier under (a).

(c) For digital/soft deliverables, title and ownership are governed by Section 7.19 above and are not contingent on physical delivery.

(d) The Agency is solely responsible for loss, damage, or liability arising from its handling, transport, or on-site management of materials or equipment during an event or activation, except where caused by the Company's own negligence.

8. General Instructions

8.1 Registration of EOI Responses

Registration of responses will be recorded by the Company upon receipt of submissions in the manner prescribed in this EOI. Submissions must include all required documents, credentials, and Annexures. Responses received by fax, e-mail, or through any mode other than hand delivery at the address specified in the Schedule of Events shall be liable for rejection.

All materials submitted become the property of PSB Alliance Private Limited. The Recipient shall be deemed to have granted the Company a license to reproduce or reference any portion of the submission for evaluation and documentation purposes, notwithstanding any copyright claims.

8.2 Request for Additional Information

Bidders shall direct all EOI-related communication in writing to the designated contact in the Schedule of Events, within the timeline specified for pre-bid queries. The Company may, at its discretion, respond to reasonable queries; responses shall be shared with all participating Bidders via e-mail or the Company's website. The Company reserves the right to seek additional documents or clarifications after submission; any information so provided shall be deemed part of the Bidder's formal submission.

8.3 Disqualification

Any form of canvassing, lobbying, or influence including queries regarding short-listing status shall result in disqualification.

8.4 Language of Bid

The bid response and all communication with the Company shall be in written English. Supporting documents in another language must be accompanied by an attested English translation, which shall govern for evaluation purposes.

8.5 Period of Validity of Bids

Bids shall remain valid for at least 180 days from the last date for submission. A bid valid for a shorter period shall be rejected as non-responsive.

8.6 Errors and Omissions

Each Recipient should notify the Company of any error, fault, omission, or discrepancy in this EOI no later than five business days prior to the due date for submission.

8.7 Amendment of Bidding Documents

Prior to the last date for bid submission, the Company may modify this EOI's contents by amendment, whether on its own initiative or in response to a Bidder's query. Amendments will be notified on the Company's website; no individual communication will be made.

8.8 Authorization to Bid

The bid shall be binding on the Bidder and must be signed by personnel duly authorized by a senior official of the organization. All pages shall be initialled by the signatory; any inter-lineation, erasure, or overwriting shall be valid only if similarly initialled and supported by the Bidder's rubber stamp. The proposal must be accompanied by an undertaking letter confirming bid commitment, stating the signatory's full name and designation.

8.9 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation regarding any information contained in this EOI.

8.10 Cost Borne by the Respondent

All costs and expenses associated with the preparation and submission of a response - including attendance at meetings, discussions, or demonstrations - shall be borne entirely by the Respondent. Stamp duty for the empanelment agreement, if executed, shall be borne by the successful Bidder.

8.11 No Legal Relationship

No binding legal relationship shall exist between any Respondent and the Company until execution of the empanelment agreement to the Company's full satisfaction.

8.12 Bid System

The Bid Proposal shall be binding on the Bidder. All pages must be signed and stamped by duly authorized personnel, with a self-attested copy of the Board Resolution/Power of Attorney enclosed. Bidders shall submit **one (1) single-envelope Bid** at this stage, comprising the Technical/Eligibility submission - no assignment-specific commercial pricing is invited at the empanelment stage (see Section 5 for the per-assignment process). The Bidder must submit both a hard copy and a soft copy (pen drive, PDF format) of the Bid.

8.13 Acceptance to Terms

A Recipient will, by responding to this EOI, be deemed to have accepted its terms.

8.14 Submission to Company

The EOI response shall be submitted as a hard-bound paper copy along with one electronic copy (pen drive, PDF format), containing:

1. Annexure 11.1 – General Eligibility Criteria Compliance Format
2. Annexure 11.2 – Technical Eligibility Criteria Compliance Format
3. Annexure 11.3 – Technical Proposal Format
4. Relevant supporting documents/credentials
5. All other Annexures, duly filled and signed by the authorized signatory

The submission must be complete in all respects, organized, serially page-numbered, and bear the Bidder's seal and signature on each page. Only hand delivery at the address specified in the Schedule of Events is permitted; any other mode (fax, e-mail) will not be accepted.

8.15 Late Bids

Any bid received after the due date and time prescribed in the Schedule of Events shall be rejected and returned unopened to the Bidder.

8.16 Modification and Withdrawal of Bid

A Bidder may modify or withdraw its bid, provided written notice is received by the Company prior to the deadline for bid submission. No bid may be modified after this deadline, and no bid may be withdrawn between the submission deadline and expiry of the bid validity period without forfeiture of the EMD.

9. Evaluation Process

9.1 Objective of the Evaluation Process

The objective of the evaluation process is twofold: (a) at the empanelment stage, to identify and empanel all Bidders meeting the General and Technical Eligibility Criteria (Section 3) and achieving the minimum score at Section 9.5, without capping the number of Agencies empanelled; and (b) at the assignment stage, to select the best-suited Agency for each specific Task Brief issued under Section 5. Evaluation shall be conducted by an Internal Evaluation Committee constituted by PSB Alliance, which may seek inputs from external subject matter experts to ensure objectivity and rigour. Technical Presentation & Empanelment Screening under Section 9.5 shall be based on a Technical Presentation delivered by each eligible Bidder before the Committee. The Committee's decision shall be final and binding on all Bidders.

9.2 Preliminary Examination of Offers

The Company will examine each Bid to determine whether it is complete, in the required format, properly signed, and generally in order. The Company may waive any minor infirmity or non-conformity that does not constitute a material deviation. A Bid found non-responsive to the terms of this EOI - including deviations on EMD, Applicable Law, or Eligibility Criteria - shall be rejected and shall not subsequently be made responsive by correction.

9.3 Clarification of Bids

The Company may, at its sole discretion, seek clarification on any Bid. Requests and responses shall be in writing; no change in the substance of the Bid shall be sought, offered, or permitted through this process. Any subcontracting arrangement not already disclosed in the Bid must be notified to the Company in writing; the Company reserves the right to accept or reject such an arrangement.

9.4 Eligibility Criteria Evaluation

Bids shall first be evaluated against the General Eligibility Criteria (Section 3.1) and Technical Eligibility Criteria items 1, 2, and 4–7 (Section 3.2), all on a **pass/fail** basis. Non-compliance with any of these shall result in rejection of the Bid. Bidders clearing the pass/fail criteria above shall proceed to the Technical Presentation under Section 9.5. **Only Bidders achieving the minimum score at Section 9.5 shall be empanelled as a Digital Marketing Agency.**

9.5 Technical Presentation & Empanelment Screening

Bidders clearing the pass/fail criteria at Section 9.4 shall be invited to deliver a brief **Technical Presentation** before the Internal Evaluation Committee. This presentation is a broad screening exercise, not a task-specific technical evaluation, and shall cover the parameters below. The presentation shall be scored by a minimum of **three (3) members** of the Evaluation Committee, each scoring independently against the table below; the Bidder's final score for each parameter shall be the **average of all evaluators' scores**.

This score shall determine whether a Bidder is empanelled, as follows:

Sr. No.	Parameter	Max Marks	Score
1	Understanding of PSB Alliance - its role, mandate, and relevance to the 12 member Public Sector Banks	15	
2	Overview of the Bidder's own organization - structure, background, and relevant capabilities	15	
3	Relevance of the Bidder's capabilities to PSB Alliance's requirements (Section 4, Scope of Work)	10	
4	Bidder's proposed vision/approach for a working relationship with PSB Alliance	10	
	Total	**50**	

Only Bidders achieving a minimum score of [37.5] out of 50 shall be empanelled as a Digital Marketing Agency. This score is used solely to screen Bidders for empanelment fit and does not carry forward into, or influence, evaluation at the assignment stage (Section 5/9.6) - task-specific technical capability is assessed separately, only when a real assignment arises.

9.6 Assignment-Level QCBS Evaluation

Where an assignment is evaluated under Section 5.2(a) (Technical-cum-Commercial):

(a) Technical/Creative Score: Scored against Task Brief-specific parameters - understanding of the brief, creative quality, relevant experience for that specific task, proposed team and timelines, and analytics/reporting approach, as applicable. Where the Task Brief requires a presentation, the score shall be the average of a minimum of three (3) evaluators, scoring independently.

(b) Commercial Score: Calculated using the formula below, with the weightage (Wt) as specified in the Task Brief:

$$\text{Score} = (LC / C) \times Wt + (T / HT) \times (1 - Wt)$$

Where LC = lowest all-inclusive quote among competing Agencies; C = quote submitted by the Agency being scored; T = Technical score of the Agency being scored; HT = highest Technical score among competing Agencies; Wt = Commercial weightage specified in the Task Brief.

Where an assignment is evaluated under Section 5.2(b) (Commercial-Only): the assignment shall be awarded to the Agency with the lowest all-inclusive quote among those confirming ability to meet the Task Brief's requirements, without a separate Technical Score.

Where an assignment follows the Split Billing structure at Section 6.2(b), **the Task Brief shall specify what constitutes "C" for that assignment -** either the Agency's service fee alone, or the service fee inclusive of estimated third-party/vendor costs - and the Commercial Score shall be calculated on that basis.

(c) The Agency achieving the best result under the applicable method shall be awarded the assignment through a task-specific Work Order (Section 5.3).

(d) The Company reserves the right to negotiate further with the leading Agency on price or scope before final award, and to move to the next-best Agency if such negotiation fails to conclude within a reasonable time.

9.7 Key Guidelines

- Proposals must strictly conform to the specifications of the applicable brief (empanelment EOI or Task Brief, as relevant); non-conforming proposals may be rejected at the Company's discretion.
- Bidders/Agencies must clearly confirm compliance or non-compliance against each requirement, with remarks where applicable.

- All pages of a submission should be numbered and signed under company seal.
- The Company reserves the right to reject any or all proposals and is not bound to include any vendor in the final empanelled panel or to award any particular assignment.

9.8 Nature of Bid

Bids/proposals will be accepted only from a single entity (i.e., no joint ventures or consortium bids), unless the Company expressly invites such a structure for a specific assignment.

9.9 Information Ownership

All content, campaign data, and information created, processed, or handled by an empanelled Agency in the course of an assignment belongs to the Company. The Agency does not acquire any implicit right to reuse, redistribute, or retain such information beyond what is expressly permitted under Section 7.19 (Intellectual Property Rights) and Section 7.22 (Exit Management).

10. Service Levels & Penalties

10.1 Delivery Timelines

Delivery timelines for each assignment shall be as specified in the Task Brief and the resulting Work Order. Time shall be of the essence for all assignments, particularly those tied to a fixed date (e.g., product launches, exhibitions, roadshows, campaign go-live dates).

10.2 Liquidated Damages for Delay (Non-Date-Fixed Assignments)

Where an assignment does not have a fixed external date (e.g., ongoing content, design collateral, digital campaigns without a hard launch date), and delivery is delayed for reasons attributable to the Agency:

- The Company shall levy liquidated damages at 1% of the assignment value per day of delay, subject to a maximum of 10% of the assignment value.
- Once the 10% cap is reached, the Company may, without further notice, terminate that specific Work Order and engage another empanelled Agency (or an outside vendor) to complete the assignment. Any additional cost incurred by the Company in doing so shall be recovered from the defaulting Agency, in addition to the liquidated damages already levied.

10.3 Date-Fixed Assignments (Events, Launches, Time-Bound Campaigns)

Where an assignment is tied to a fixed external date that cannot be moved (e.g., an event date, a regulatory deadline, a scheduled campaign go-live):

- The Work Order shall specify interim milestones (e.g., creative sign-off, production-ready date, dry-run date) in addition to the final date.
- Failure to meet an interim milestone shall entitle the Company to a deduction of 2% of the assignment value per missed milestone, without prejudice to the Company's right to terminate and re-assign if the Agency's progress makes it unlikely the final date will be met.
- Failure to deliver by the final fixed date, for reasons attributable to the Agency, shall entitle the Company to cancel the assignment in full, recover any advance paid (if applicable), and hold the Agency liable for any additional cost incurred to salvage or replace the deliverable at short notice. Such recovery of actual salvage/replacement cost is compensatory in nature and shall be in addition to, and not subject to, the liquidated damages cap at Section 10.6**.**

10.4 Quality Non-Conformance

Where a deliverable does not conform to the brief, brand guidelines, or agreed creative direction:

- The Company shall flag the non-conformance in writing, and the Agency shall rectify and resubmit at no additional cost within 3 business days (or such shorter period as the assignment's timeline requires).
- Repeated non-conformance on the same deliverable (more than 2 rounds of rejection for reasons not attributable to a change in brief) shall be treated as a service failure, attracting the delay penalties at 10.2 from the date of first rejection.

10.5 Response and Turnaround SLAs

Unless otherwise specified in the Work Order:

- The Agency shall acknowledge receipt of a Task Brief within 1 business day.
- The Agency shall submit its concept/approach, **or deliver its presentation where one is required,** (per Section 5.1) within the timeline stated in the Task Brief.
- For urgent/reactive requirements (e.g., time-sensitive social media response, crisis communication), the Work Order may specify a shorter turnaround, which shall override the defaults above.

10.6 Overall Cap

Notwithstanding Sections 10.2–10.4, the Agency's total liability for liquidated damages/penalties on any single assignment shall not exceed 10% of that assignment's value, except in cases of termination for cause under Section 7.35 or fraud/misrepresentation, where this cap shall not apply.

10.7 Force Majeure Exclusion

No penalty under this Section shall apply where delay or non-performance results from a Force Majeure event, as defined and notified under Section 7.14.

10.8 Relationship to Empanelment

Penalties levied under this Section apply to the specific assignment/Work Order in question and do not, by themselves, terminate the Agency's broader empanelment. However, a pattern of repeated service failures across assignments may be treated as grounds for termination of empanelment under Section 7.35.

10.9 Quarterly Performance Review

In addition to the assignment-level penalties at Sections 10.2–10.7, the Company shall conduct a periodic review of each empanelled Agency's overall performance, based on the assignments awarded to it during that period.

(a) Basis of Review

The Company's Vendor Management team shall assign each Agency an overall rating of Satisfactory / Needs Improvement / Unsatisfactory for the period, based on its general impression of the Agency across:

- Quality, creativity, and timeliness of work delivered;
- Responsiveness to briefs, queries, and revisions;
- Regularity and usefulness of reporting; and
- Commercial competitiveness of the Agency's quotes*.

**Where an Agency's quotes across multiple assignments - of varying kinds (e.g., video production, content, events) - are consistently and significantly higher than the quotes of other competing Agencies for comparable work, without adequate justification, this shall be treated as an adverse factor in that Agency's rating for the period, regardless of whether it won any particular assignment. The Company may raise this with the Agency and seek an explanation; an unexplained continuation of the pattern may itself support an Unsatisfactory rating.*

(b) Consequences of Review

Consistently poor ratings over time may result in a written advisory to the Agency, non-extension of empanelment under Section 7.13, or removal from the panel under Section 7.35, at the Company's discretion. The Company's assessment under this Section shall be final and binding, without prejudice to the Agency's right to make written representations before any such decision takes effect.

11 ANNEXURES

Annexure 11.1: General Eligibility Criteria Compliance Form

EOI Title: Expression of Interest (EOI) for "Empanelment of Digital Marketing Agencies" EOI Ref. No.: PSBA/EOI/Digital Marketing/2026-27/217 Dated 16/07/2026

Bidder Name: ___________________________________
Registered Office Address: ___________________________________
Authorized Contact Person: ___________________________________
Email ID: _____________________ Contact No.: _____________________

Sr. No.	Criteria	Proof of documents required / must be submitted	Compliance (Yes/No)
1	The Bidder should be a Company/LLP/Partnership Firm registered under the Companies Act, 1956/2013, LLP Act 2008, or Partnership Act 1932, as applicable.	Copy of Certificate of Incorporation/Registration, PAN, along with MOA/AOA or Partnership Deed as applicable.	
2	The Bidder should be registered for GST.	Copy of valid GST registration certificate.	
3	The Bidder should have a minimum average turnover of ₹1 Crore, calculated over the last three financial years (i.e., FY 2023–24, FY 2024–25, and FY 2025–26). MSMEs and Start-ups should have a minimum average turnover of ₹50 Lakh, calculated over the same period.	Audited financial statements for the last three FYs. MSME/Start-up bidders must additionally submit valid Udyam/DPIIT registration to claim the relaxed threshold.	
4	The Bidder should have a positive net worth as per its audited financial statement for the latest financial year (2025-26).	Audited financial statement / CA certificate for FY 2025-26.	
5	The Bidder should not have been blacklisted or debarred by any Central/State Government, PSU, Public/Private Sector Bank, or Financial Institution in India as on the date of EOI submission.	Self-declaration on the Bidder's letterhead.	

Sr. No.	Criteria	Proof of documents required / must be submitted	Compliance (Yes/No)
6	The Bidder should not be under any insolvency, liquidation, winding-up, or bankruptcy proceedings as on the date of EOI submission.	Self-declaration on the Bidder's letterhead.	
7	The Bidder should have an operational office/presence in India capable of servicing the assignment.	Self-certification with registered/operational address and supporting proof (utility bill, lease agreement, or GST registration address).	
8	The Bidder should have dedicated marketing/creative/digital resources on its rolls to service assignments of this nature.	Self-declaration with broad headcount/skill-mix by function.	
9	The Bidder shall disclose any actual or potential conflict of interest, including engagement with a competing PSU/BFSI client.	Self-declaration on the Bidder's letterhead.	
10	None of the Bidder's subsidiaries, associates, holding companies, or related entities with common directors/partners should participate independently in this EOI; none should be owned by any Director/Employee of PSB Alliance Pvt Ltd.	Self-declaration on the Bidder's letterhead.	

Declaration

We hereby declare that the information provided above is true and correct to the best of our knowledge and belief. We understand that any false declaration or misrepresentation shall lead to disqualification or termination of empanelment if selected.

Authorized Signatory Name: ______________________________
Designation: ______________________________
Company Seal: ______________________________
Signature: ______________________________
Date: ______________________________

Annexure 11.2: Technical Eligibility Criteria Compliance Form

EOI Title: Expression of Interest (EOI) for "Empanelment of Digital Marketing Agencies"
EOI Ref. No.: PSBA/EOI/Digital Marketing/2026-27/217 Dated 16/07/2026

Bidder Name: ______________________________________

Sr. No.	Criteria	Compliance (Yes/No)	Supporting Document
1	Minimum 3 years' experience in marketing, branding, and/or digital marketing activities.		Certificate of Incorporation and/or earliest client work order.
2	Minimum 2 assignments completed in marketing/branding/digital marketing during the last 3 financial years.		Work orders / completion certificates / client reference letters.
3	Experience in servicing BFSI, PSU, or Government sector clients is preferable, though not mandatory.		Client list with sector classification; testimonials/work orders where available.
4	Capability across Digital Marketing, Creative Design, Content, Video, and Events (Section 4).		Self-declaration of service lines with portfolio samples/case studies.
5	Experience executing integrated (multi-channel) campaigns.		At least one case study describing objective, channels, and outcome.
6	Ability to provide campaign analytics and performance reporting.		Self-declaration with a sample report/dashboard format.
7	Availability of dedicated resources for PSBA assignments.		Letter listing proposed team members, designations, and relevant experience.

Instructions to Bidders

1. The Bidder shall provide compliance against each criterion as "Yes/No" with supporting evidence attached.
2. All responses shall be properly indexed and cross-referenced with the enclosed supporting documents.

Declaration

We hereby declare that the information and documents provided above are true and complete in all respects. We acknowledge that PSB Alliance may verify the submitted evidence and that any false statement or misrepresentation may lead to disqualification.

Authorized Signatory Name: ______________________________
Designation: ____
Signature: ______________________________ Date: ___________________
Company Seal: ____

Annexure 11.3: Technical Proposal Format

(To be printed on the Bidder's letterhead)

EOI Ref. No.: PSBA/EOI/Digital Marketing/2026-27/217 Dated 16/07/2026
Date: ____________________

To,
[Designated Contact],
PSB Alliance Pvt Ltd,Unit 1, 3rd Floor, VIOS Commercial Tower,
Near Wadala Truck Terminal, Wadala East, Mumbai – 400 037

Technical Proposal Submission

We, the undersigned, submit our proposal in response to the Expression of Interest (EOI) for "Empanelment of Digital Marketing Agencies" issued by PSB Alliance Pvt Ltd. We have examined the requirements, terms, and conditions in detail and hereby confirm our full compliance and willingness to deliver services as outlined in the EOI.

#	Particulars	Response from the Bidder
1	Name of the Bidder	
2	Year of establishment and constitution (attach certified copy of Certificate of Incorporation / Partnership Deed)	
3	Location and full address of the Registered Office / Corporate Office	
4	Official Mailing Address	
5	Names and designations of authorized personnel empowered to make commitments to PSB Alliance	
6	Telephone and mobile numbers of authorized contact persons	
7	E-mail addresses of authorized contact persons	
8	Company Overview: nature of business, service portfolio, client profile (including BFSI/Government/PSU clients where applicable), domestic presence, alliances/partnerships	
9	Service lines offered against Section 4 (Scope of Work) - indicate which of Digital Marketing / Social Media / Creative Services / Video & Multimedia / Events & Promotions / Communication the Bidder can service, in-house or via documented partners	

#	Particulars	Response from the Bidder
10	Brief description of up to 3 representative case studies relevant to the Scope of Work, including client, objective, channels/deliverables used, and outcome	
11	Proposed dedicated team for PSBA assignments - names, roles, and relevant experience	
12	Compliance Confirmation: declaration that the Bidder meets all eligibility, technical, and quality standards defined in this EOI	

Declaration

1. We confirm that we will abide by all the terms and conditions contained in the EOI.
2. We unconditionally accept that PSB Alliance may apply any criteria it deems appropriate for empanelment, including those not explicitly defined in the EOI.
3. All details provided by us are true and correct to the best of our knowledge. In case of any misrepresentation, PSB Alliance reserves the right to reject our proposal at any stage.
4. We confirm that this proposal shall remain valid for 180 days from the date of bid opening.
5. We confirm that we have read and understood all clauses of the EOI and that there is no deviation from the terms and conditions stipulated by PSB Alliance.

Signature: ___________________________
Name of Authorized Signatory: ___________________________
Designation: ___________________________
Company Name: ___________________________
Company Seal: ___________________________
Date: ___________________________
Place: ___________________________

Annexure 11.4: Compliance Certificate

EOI Ref. No.: PSBA/EOI/Digital Marketing/2026-27/217 Dated 16/07/2026

To,
[Designated Contact],
PSB Alliance Pvt Ltd.
Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East,
Mumbai – 400 037

Dear Sir,

Ref: PSBA/EOI/Digital Marketing/2026-27/217 Dated 16/07/2026

1. Having examined the EOI including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services in conformance with the said EOI and in accordance with our proposal.
2. We confirm that this offer is valid for 180 days from the date fixed for opening of bids.
3. This Bid, together with your written acceptance thereof and your notification of empanelment, shall constitute a binding contract of empanelment between us - subject to the clarification that empanelment does not, by itself, guarantee any assignment or minimum work (Section 5.1).
4. We undertake that in competing for and if empanelled, in executing any assignment awarded to us, we will strictly observe the laws against fraud and corruption in force in India, namely the "Prevention of Corruption Act, 1988."
5. We agree that the Company is not bound to accept the lowest, or any, proposal that it may receive, and is not obligated to route any minimum quantum of work to us by virtue of empanelment.
6. We confirm that we are not blacklisted at the time of submission of this bid by any regulator, statutory body, government department, PSU, PSE, or bank in India.
7. We confirm our understanding that empanelment under this EOI does not automatically qualify us for award of any specific assignment. Each assignment shall be awarded only after completion of the evaluation process described in Section 5 (Empanelment Model & Task Allocation) and Section 9 (Evaluation Process), and shall be governed by a task-specific Work Order.

Dated

(Signature)
(Name of Authorized Signatory) (Designation)
(Date) Place:
(Name and address of the Bidder) (Company Seal)

Annexure 11.5: Proposed Agency Profile

EOI Ref. No.: PSBA/EOI/Digital Marketing/2026-27/217 Dated 16/07/2026

To,
[Designated Contact],
PSB Alliance Pvt Ltd.
Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai – 400 037

#	Particulars	Bidder Response
1	Names and designations of persons authorized to make commitments to the Company (including mobile number and email ID)	
2	Number of years of experience providing services covered within the Scope of Work (Section 4)	
3	Service categories the Bidder can independently service (tick as applicable): Digital Marketing / Social Media / Creative Services / Video & Multimedia / Events & Promotions / Communication	
4	Total number of dedicated marketing/creative/digital personnel on the Bidder's rolls	

#	Name of Client where the Bidder was associated for similar type of services	Duration of association with the Client	Sector (BFSI/PSU/Government/Other)
1			
2			
3			
4			

We hereby confirm that the information provided by us is true and to the best of our knowledge.

(Signature)
(Name of Authorized Signatory) (Name and address of the Bidder)
(Designation)
(Date)
Place: (Company Seal)

Annexure 11.6: Confirmation of Terms & Conditions

EOI Ref. No.: PSBA/EOI/Digital Marketing/2026-27/217 Dated 16/07/2026

To,
[Designated Contact],
PSB Alliance Pvt Ltd.
Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai – 400 037

Dear Sir,

Sub: EXPRESSION OF INTEREST for Empanelment of Digital Marketing Agencies

Further to our proposal dated _____________, in response to the captioned EOI issued by PSB Alliance Pvt Ltd., we hereby covenant, warrant, and confirm as follows:

We hereby agree to comply with all the terms and conditions/stipulations contained in the EOI and the related addendums and other documents, including any changes made to the original EOI Documents issued by PSB Alliance. PSB Alliance is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Company's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date)
Place:
(Name and address of the Bidder)
(Company Seal)

Annexure 11.7: EOI Cover Letter

EOI Ref. No.: PSBA/EOI/Digital Marketing/2026-27/217 Dated 16/07/2026

To,
[Designated Contact],
PSB Alliance Pvt Ltd.
Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai – 400 037

Dear Sir,

Having examined the EOI Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Digital Marketing Agency services to PSB Alliance as mentioned in the EOI document, in conformity with the said EOI Documents, and in accordance with the Technical Proposal made part of this EOI.

We understand that this EOI provides generic specifications about the categories of work and has not been prepared keeping in view any specific Bidder, and that individual assignments will be issued to empanelled Agencies as and when a business requirement arises, per Section 5 (Empanelment Model & Task Allocation).

If we are empanelled and subsequently awarded any assignment whose value requires a Performance Bank Guarantee under Section 7.10, we shall furnish an unconditional and irrevocable Performance Bank Guarantee of ₹2,00,000/- (Rupees Two Lakhs only), valid for the entire duration of empanelment, with an additional claim period of twelve (12) months.

We agree to abide by this EOI response for 180 days from the date of EOI opening, and our offer shall remain binding upon us and may be accepted by the Company at any time before the expiration of that period.

Until a formal empanelment agreement is prepared and executed, this EOI response, together with the Company's written acceptance thereof and notification of empanelment, shall constitute a binding contract of empanelment between us - subject always to Section 5.1 (empanelment does not guarantee assignment or work).

Dated this ________________day of ______***, 20***

Signature: ______________________________
In the Capacity of: ____________________________ duly authorized to sign the EOI response for and on behalf of ____________________

Annexure 11.8: Submission Checklist

EOI Ref. No.: PSBA/EOI/Digital Marketing/2026-27/217 Dated 16/07/2026

To,
[Designated Contact],
PSB Alliance Pvt Ltd.
Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East,
Mumbai – 400 037

The Bidder has to ensure that the following have been submitted as part of the EOI submission process. Failure to provide any of the documents detailed below could lead to disqualification.

Format	Description	Submitted (Bidder)
Annexure 11.1	General Eligibility Criteria Compliance Format	
Annexure 11.2	Technical Eligibility Criteria Compliance Format	
Annexure 11.3	Technical Proposal Format	
Annexure 11.4	Compliance Certificate	
Annexure 11.5	Proposed Agency Profile	
Annexure 11.6	Confirmation of Terms & Conditions	
Annexure 11.7	EOI Cover Letter	
Annexure 11.8	Submission Checklist	
Annexure 11.9	Pre-Bid Query Format	
Annexure 11.10	NDA Format	
Annexure 11.11	Performance Bank Guarantee Format	
Annexure 11.12	Integrity Pact	
Annexure 11.13	EMD Format	

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date) Place:
(Name and address of the Bidder) (Company Seal)

Annexure 11.9: Pre-Bid Query Format

Bidder's request for Clarification - to be submitted before the last date mentioned in the EOI for submitting pre-bid queries

If a Bidder, desiring to respond to this EOI, requires any clarification on the points mentioned herein, it may communicate with PSB Alliance ("Company") using the following format.

All questions received before the deadline specified in the EOI will be formally responded to, and the queries along with responses will be circulated to all participating Bidders, if required. The source (identity) of the Bidder seeking clarification will not be revealed.

Pre-Bid Query Format

Query Reference #	EOI Section (Point number)	EOI Page Number	EOI Excerpt	Query Description / Clarification sought

Name and signature of authorized person issuing this request for clarification

Signature/Date
Official designation

1. In case of multiple queries, the contact details need not be repeated - only the details in the table above are to be furnished for subsequent queries.
2. Queries should be submitted in a spreadsheet using the same column headings as above, preferably in MS Excel format.
3. Please indicate the preferred method and address for reply.

Annexure 11.10: NDA Format

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at Mumbai, this _____________ day of ___________ 20___

BY AND BETWEEN

____________________________ , a company/LLP/partnership firm incorporated under [applicable Act], having its registered office at ____________________________ (hereinafter referred to as the "Agency," which expression unless repugnant to the context or meaning thereof shall be deemed to include its permitted successors) of the ONE PART;

AND

PSB Alliance Pvt. Ltd., a body corporate, having its Head Office at ____________________________ (hereinafter referred to as "Company," which expression shall unless repugnant to the subject, meaning, or context thereof be deemed to mean and include its successors and assigns) of the OTHER PART.

The Agency and Company are hereinafter collectively referred to as "the Parties" and individually as "the Party."

WHEREAS:

1. PSB Alliance, a company created by 12 Public Sector Banks (PSBs), acts as an intermediary for the PSBs, driving common initiatives on their behalf.
2. PSB Alliance has empanelled experienced digital marketing agencies as Digital Marketing Agencies to support the Company and its member banks in planning, creating, and executing digital marketing, communication, branding, and related campaigns and activities, in accordance with business requirements communicated from time to time.
3. In the course of specific assignments issued under this empanelment, it is anticipated that PSB Alliance or any of its officers, employees, officials, representatives, or agents may disclose or deliver to the Agency some Confidential Information (as hereinafter defined), to enable the Agency to carry out the aforesaid assignment(s) (hereinafter referred to as "the Purpose").
4. The Agency is aware and confirms that all information, data, and other documents made available in the EOI/Bid Documents/empanelment agreement/Work Order, or in connection with services rendered by the Agency, are confidential and privileged, and are strictly confidential and/or proprietary to PSB Alliance. The Agency undertakes to

safeguard and protect such confidential information as may be received from the Company.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Company granting the Agency and/or its agents/representatives specific access to PSB Alliance's property/information and other data, it is hereby agreed by and between the Parties as follows:

1. Confidential Information

(i) "Confidential Information" means all information disclosed/furnished by PSB Alliance to the Agency, whether orally, in writing, or in electronic, magnetic, or other form, for the limited purpose of enabling the Agency to carry out an assignment, and shall include data, documents, campaign briefs, brand assets, customer/business information, and any copy, abstract, extract, sample, note, or module thereof, explicitly designated as "Confidential"; provided that oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Agency may use Confidential Information solely for and in connection with the Purpose, and shall not use it for any other reason. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement;
(b) was rightfully in the Agency's possession without any obligation of confidentiality prior to receiving it from PSB Alliance;
(c) was rightfully obtained by the Agency from a source other than PSB Alliance without any obligation of confidentiality;
(d) was independently developed by the Agency without reference to any Confidential Information, as shown by documentary evidence;
(e) is disclosed pursuant to an order of a court or governmental agency, provided the Agency promptly notifies PSB Alliance of such order (unless prohibited by law) and affords PSB Alliance the opportunity to seek an appropriate protective order; or
(f) is released from confidentiality with the prior written consent of the Company.

The Agency shall have the burden of proving the above exceptions apply to information in its possession. Confidential Information shall at all times remain the sole and exclusive property of the Company. Upon termination of this Agreement, Confidential Information shall be returned to the Company or destroyed if incapable of return, with destruction witnessed and recorded in writing by an authorized representative of each Party.

Notwithstanding the marking requirements above, the following shall be treated as Confidential Information irrespective of whether marked as such:

(a) Information regarding PSB Alliance, its member banks, their customers and accounts ("Customer Information");

(b) Any aspect of PSB Alliance's business protected by patent, copyright, trademark, trade secret, or similar IP right;
(c) Business processes and procedures;
(d) Current and future business/campaign plans;
(e) Personnel information; and
(f) Financial information.

2. Non-Disclosure

The Agency shall not commercially use or disclose any Confidential Information, or materials derived therefrom, to any person or entity other than its own employees who have a need to know it solely for the Purpose. The Agency shall take appropriate measures, by instruction and written agreement, prior to disclosure to such employees to guard against unauthorized use or disclosure. The Agency may disclose Confidential Information to a sub-contractor only if the sub-contractor has executed a Non-Disclosure Agreement no less restrictive than this one, and the Agency agrees to notify PSB Alliance immediately if it learns of any unauthorized use or disclosure.

3. Publications

The Agency shall not make news releases, public announcements, give interviews, or publicize in any manner whatsoever the contents of this Agreement, the Purpose, the Confidential Information, or any related matter, without the Company's prior written approval (see also Section 7.32 of the EOI - Publicity).

4. Term

This Agreement shall be effective from the date hereof and continue until expiration of the Purpose or termination by PSB Alliance, whichever is earlier. On termination, the Agency shall forthwith cease using the Confidential Information, and promptly return or destroy all such information received from PSB Alliance, whether marked Confidential or not, and shall certify in writing, upon request, that these obligations have been complied with. Provisions of this Agreement that by their nature extend beyond termination shall continue to bind, without limit in time, until such information enters the public domain.

5. Title and Proprietary Rights

Notwithstanding disclosure of any Confidential Information by PSB Alliance to the Agency, title and all intellectual property/proprietary rights therein shall remain with PSB Alliance.

6. Remedies

The Agency acknowledges the confidential nature of the Confidential Information and that breach of this Agreement could cause PSB Alliance immediate, irreparable loss for which monetary compensation may not be adequate. PSB Alliance shall be entitled, in addition to other remedies for damages and relief available to it, to injunctive or similar relief prohibiting the Agency, its directors, officers, or employees from any act constituting or resulting in breach of this Agreement, together with costs and expenses of enforcement (including attorneys' fees).

7. Entire Agreement, Amendment and Assignment

This Agreement constitutes the entire agreement between the Parties on the matters discussed herein and supersedes all prior oral or written discussions/correspondence between them. It may be amended only by mutual written consent, and neither this Agreement nor any right hereunder is assignable or transferable.

8. Governing Law

This Agreement shall be governed by the laws of India, and the competent courts at Mumbai shall have exclusive jurisdiction, notwithstanding that other courts in India may also have concurrent jurisdiction.

9. Indemnity

The Agency shall defend, indemnify, and hold harmless PSB Alliance, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors, and employees from and against any claims, demands, damages, or liability of any nature arising out of or resulting from any breach of the representations, warranties, or provisions of this Agreement by the Agency, including but not limited to any third-party claim arising from any act or omission of the Agency in discharge of its obligations hereunder.

10. General

The Agency shall not reverse-engineer, decompile, disassemble, or otherwise interfere with any software or system disclosed hereunder. All Confidential Information is provided "as is"; PSB Alliance shall not be liable for its inaccuracy or incompleteness and makes no representation, warranty, or guarantee as to its fitness for any particular purpose.

11. Waiver

A waiver (express or implied) by PSB Alliance of any provision of this Agreement, or of any breach or default by the Agency, shall not constitute a continuing waiver, and shall not prevent PSB Alliance from subsequently enforcing any other breach or default by the Agency.

IN WITNESS WHEREOF, the Parties hereto have executed these presents on the day, month, and year first herein above written.

For and on behalf of ______________________ (Agency) For and on behalf of PSB Alliance

( ) ( )
(Designation) (Designation)

Annexure 11.11: Performance Bank Guarantee Format

(On Rs.100 Non-Judicial stamp paper)

Bank Guarantee No.
Bank Guarantee Amount: ₹2,00,000/- (Rupees Two Lakhs only)
Validity: For the entire duration of empanelment
Claim Period: Twelve (12) months from expiry of empanelment

GUARANTEE FOR PERFORMANCE OF EMPANELMENT

THIS GUARANTEE AGREEMENT executed at Mumbai this ___ day of _______ 20___

BY:

_____________________ Bank, a body corporate constituted under ___________, having its Registered Office/Head Office at ______________, and a Branch Office at ____

(hereinafter referred to as "the Guarantor," which expression shall, unless repugnant to the subject, meaning, or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

PSB Alliance Private Limited, having its registered office at Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai – 400 037 (hereinafter referred to as "Company").

WHEREAS the Company had invited an EXPRESSION OF INTEREST for Empanelment of Digital Marketing Agencies vide EOI Ref. No. [PSBA/EOI/Digital Marketing/2026-27/217] Dated 16/07/2026, and M/s ______________________ (hereinafter referred to as "the Agency") has been empanelled as a Digital Marketing Agency with the Company, pursuant to the terms of the said EOI.

AND WHEREAS in terms of the said EOI, the Agency is required to furnish an unconditional and irrevocable Performance Bank Guarantee in favour of the Company, from a Bank acceptable to the Company, for a sum of ₹2,00,000/- (Rupees Two Lakhs only), valid for the entire duration of empanelment (per Section 7.13 of the EOI), with an additional claim period of twelve (12) months, for the faithful observance and performance by the Agency of the terms of its empanelment and of any assignment/Work Order issued to it thereunder.

AND WHEREAS at the request of the Agency, the Guarantor has agreed to issue this Guarantee in favour of the Company for the sum aforesaid.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Guarantor hereby agrees and guarantees that the Agency shall faithfully observe and perform all the terms and conditions of its empanelment and of any assignment/Work Order issued thereunder.
2. The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse, or protest, and without any reference to the Agency, to the Company at its office at Mumbai, forthwith, all monies payable by the Agency to the extent of ₹2,00,000/- (Rupees Two Lakhs only), against any loss, cost, or damage suffered by the Company on account of default of the Agency in the faithful observance and performance of the terms of empanelment or any Work Order. Any such demand made by the Company on the Guarantor shall be final, conclusive, and binding, notwithstanding any dispute between the Company and the Agency pending before any court, tribunal, arbitrator, or other authority.
3. The Guarantor agrees and undertakes not to revoke this Guarantee during its currency without the Company's prior written consent, and further agrees that this Guarantee shall continue to be enforceable until discharged in writing by the Company.
4. The Company shall be the sole judge of whether the Agency has failed to perform the terms of its empanelment or any Work Order, and of the amount that has become payable by the Agency under this Guarantee on account of such failure. The decision of the Company shall be final, conclusive, and binding on the Guarantor, who shall pay the sum demanded without objection.
5. To give effect to this guarantee, the Guarantor shall be deemed the Principal Debtor to the Company.
6. The liability of the Guarantor under this Guarantee shall not be affected by any change in the constitution, winding up, amalgamation, or merger of the Agency, or by any change in the constitution of the Company or the Guarantor.
7. This Guarantee shall remain valid for the entire duration of the Agency's empanelment plus a claim period of twelve (12) months thereafter.
8. Notwithstanding anything contained hereinabove:
   I. Our liability under this Bank Guarantee shall not exceed ₹2,00,000/- (Rupees Two Lakhs only).
   II. This Bank Guarantee shall be valid up to _______________ (empanelment expiry + 12 months).
   III. We are liable to pay the guaranteed amount, or any part thereof, only if the Company serves upon us a written claim or demand on or before the expiry date at (II) above.
9. For all purposes connected with this Guarantee, the courts at Mumbai alone shall have jurisdiction, to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month, and year first herein above written.

SIGNED AND DELIVERED BY the within named Guarantor, ______________________________, by the hand of ____________, its authorized official.

Annexure 11.12: Integrity Pact

(On Rs.100 Non-Judicial stamp paper)

PRE-CONTRACT INTEGRITY PACT

This pre-bid, pre-contract Agreement (hereinafter called the "Integrity Pact") is made on this ___ day of the month of ___________ 20___, between, on one hand, PSB Alliance Pvt. Ltd., having its registered/corporate office at Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai – 400 037, acting through _______________ (hereinafter called the "COMPANY," which expression shall mean and include its successors and assignees) of the first part;

and M/s ______________________ represented by Shri ______________________, authorized signatory of M/s ______________________ (hereinafter called the "BIDDER/AGENCY," which expression shall mean and include its successors and permitted assigns) of the second part.

WHEREAS the Company proposes to empanel Digital Marketing Agencies for digital marketing, branding, and communication services as detailed in EOI Ref. No. [PSBA/EOI/Digital Marketing/2026-27/217] Dated 16/07/2026, and the BIDDER is willing to offer/has offered its services for the same; and

WHEREAS the BIDDER is a private company/LLP/partnership firm constituted in accordance with the relevant law, and the COMPANY is a company jointly owned by Public Sector Banks in India.

NOW THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence or prejudiced dealing prior to, during, and subsequent to this empanelment and any assignment issued under it -

Enabling the COMPANY to identify and empanel capable Digital Marketing Agencies at fair and competitive terms, avoiding the distortionary impact of corruption on procurement; and

Enabling the BIDDER to abstain from bribery or any corrupt practice to secure empanelment or assignments, with assurance that competitors will do likewise, and that the COMPANY will prevent corruption in any form by its officials -

the parties hereby agree to enter into this Integrity Pact as follows:

1. Commitments of the COMPANY

1.1 The COMPANY undertakes that no official connected directly or indirectly with this empanelment process, or any assignment issued under it, will demand, take a promise for, or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit from the BIDDER, in exchange for any advantage in the empanelment, evaluation, or assignment-allocation process.

1.2 The COMPANY will, during the pre-empanelment stage, treat all Bidders alike, and will not provide any information to a particular Bidder that could afford it an advantage over other Bidders.

1.3 All officials of the COMPANY will report any attempted or completed breach of the above commitment, or any substantial suspicion thereof, to the appropriate authority within the Company.

2. In case any such misconduct on the part of an official is reported by the BIDDER to the COMPANY, with full and verifiable facts, and is found prima facie correct, necessary disciplinary or other action, including criminal proceedings, may be initiated, and such person shall be debarred from further dealings related to the process.

3. Commitment of BIDDERS

The BIDDER commits to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of its bid, empanelment, or execution of any assignment, and in particular commits to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, or other advantage to any official of the COMPANY connected with the empanelment or assignment process, in exchange for any advantage therein.

3.2 The BIDDER confirms it has not given, offered, or promised to give, directly or indirectly, any bribe or other benefit to any official of the COMPANY in procuring empanelment or any assignment, or in relation to any other contract with the COMPANY.

3.3 The BIDDER shall disclose the name and address of any agents or representatives engaged in connection with this empanelment or any assignment.

3.4 The BIDDER shall disclose any payment made or to be made by it to agents, brokers, or intermediaries in connection with this bid/empanelment/assignment.

3.5 The BIDDER confirms it has not engaged any individual, firm, or company to intercede or recommend, officially or unofficially, its empanelment or award of any assignment, nor has any amount been paid or promised for such intercession.

3.6 The BIDDER shall, before signing any empanelment agreement or Work Order, disclose any payment it has made or intends to make to officials of the COMPANY, their family members, agents, brokers, or intermediaries in connection therewith.

3.7 The BIDDER will not collude with other parties to impair the transparency, fairness, or progress of the empanelment or assignment-allocation process.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means, or illegal activity.

3.9 The BIDDER shall not misuse, for competitive or personal gain, any information provided by the COMPANY, including business plans, technical proposals, or campaign details, and shall exercise due care to prevent any such information from being divulged.

3.10 The BIDDER commits to refrain from making any complaint without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause any third person to commit any of the actions mentioned above.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years, with any other company or any public sector enterprise or government department in India, that would justify the BIDDER's exclusion from this process.

4.2 The BIDDER agrees that an incorrect statement on this subject may result in disqualification from empanelment, or termination of empanelment/assignment if already awarded.

5. Earnest Money / Performance Security

5.1 The BIDDER shall submit the Earnest Money Deposit (EMD) as specified in the Schedule of Events and Annexure 11.13, and, if empanelled, the Performance Bank Guarantee (PBG) as specified in Section 7.10 and Annexure 11.11 of the EOI.

5.2 A clause shall also be incorporated in the empanelment agreement providing that the PBG may be forfeited, without the COMPANY assigning any reason, in the event of a decision by the COMPANY to impose sanctions for violation of this Pact.

5.3 No interest shall be payable by the COMPANY to the BIDDER on the EMD or PBG for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER, or anyone employed by or acting on its behalf, shall entitle the COMPANY to take any or all of the following actions:

(i) Immediately call off the empanelment process, or any specific assignment-allocation process in relation to the BIDDER, without assigning any reason or compensation;
(ii) Forfeit the EMD and/or PBG, in full or in part, at the COMPANY's discretion;
(iii) Immediately cancel the empanelment or any Work Order already issued, without compensation to the BIDDER;
(iv) Recover any sum already paid by the COMPANY, with interest thereon at 2% higher than the prevailing prime lending rate of the State Bank of India;
(v) Encash any bank guarantee furnished by the BIDDER to recover payments already made, along with interest;

(vi) Debar the BIDDER from participating in future empanelment processes of PSB Alliance for a minimum period of three (3) years, extendable at the Company's discretion;
(vii) Recover any sum paid in violation of this Pact by the BIDDER to any middleman, agent, or broker with a view to securing empanelment or any assignment.

6.2 The decision of the COMPANY as to whether a breach of this Pact has occurred shall be final and conclusive on the BIDDER.

7. Fall Clause

The BIDDER undertakes that it shall not provide similar services to any other Public Sector Bank/Financial Institution in India at rates materially lower than those quoted to the COMPANY under comparable circumstances, within one year of empanelment, without informing the COMPANY of such lower rate.

8. Facilitation of Investigation

In case of any allegation of violation of this Pact, the COMPANY or its agencies shall be entitled to examine all relevant documents of the BIDDER, and the BIDDER shall provide necessary information/documents in English and extend all reasonable assistance for such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian law. The place of performance and jurisdiction shall be Mumbai.

10. Other Legal Actions

The actions stipulated in this Pact are without prejudice to any other legal action that may follow under applicable law, whether civil or criminal.

11. Validity

11.1 This Integrity Pact shall be valid from the date of signing and shall extend up to completion of empanelment (including any extension under Section 7.13) or the complete execution of all assignments awarded to the BIDDER, whichever is later. Where the BIDDER is not empanelled, this Pact shall expire six months from the date of the Company's empanelment decision.

11.2 Should any provision of this Pact be found invalid, the remainder shall remain valid, and the parties shall strive to give effect to their original intentions.

12. The BIDDER undertakes not to approach any Court while a matter is being represented to an Independent External Monitor (if appointed by the Company for this purpose), and shall await such Monitor's decision within a time ceiling of 90 days.

13. The parties hereby sign this Integrity Pact at Mumbai on ________________

Signed, Sealed and Delivered for "PSB Alliance Private Limited" by its constituted Authority	**Signed, Sealed and Delivered for M/s ____________________ by its constituted Authority**
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Address:	Address:
Company:	Company:
Date:	Date:
Company Seal	Company Seal
Witness I	**Witness II**
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Address:	Address:
Date:	Date:

Annexure 11.13: EMD Format

This Bank Guarantee (hereinafter called "Guarantee") is issued by <Name of Bank> (hereinafter "Guarantor," which expression shall mean and include its successors) in favour of PSB Alliance Private Limited, having its registered office at Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai – 400 037 (hereinafter referred to as "Company") for and on behalf of ______________________ (hereinafter referred to as the "Bidder").

WHEREAS:

1. The Company has issued an EXPRESSION OF INTEREST ("EOI") for Empanelment of Digital Marketing Agencies, as set out in EOI Ref. No. [PSBA/EOI/Digital Marketing/2026-27/217] Dated 16/07/2026.
2. As per the terms of the said EOI, the Bidder needs to furnish a Bank Guarantee for a sum of ₹2,00,000/- (Rupees Two Lakhs only) as Earnest Money Deposit.
3. The Bidder, who is our constituent, intends to submit its Bid for the said empanelment and hereby furnishes this guarantee in respect of the said sum.

NOW THIS GUARANTEE WITNESSETH THAT:

1. We, the Bank, do hereby agree with and undertake to the Company that, in the event of the Company concluding that the Bidder has not performed its obligations under the EOI or has committed a breach thereof - which conclusion shall be binding on us as well as the Bidder - we shall, on demand, pay without demur a sum not exceeding ₹2,00,000/- (Rupees Two Lakhs only). This guarantee is equivalent to the Earnest Money Deposit for due performance of the Bidder's obligations under the EOI.
2. We shall pay the sum without any demur or protest, merely on demand from the Company in writing stating the amount due, within 24 hours of receipt of such notice. Our obligation is independent of any agreement between the Company and the Bidder, and this guarantee shall not be revoked without the Company's prior written consent.
3. We further agree that: (a) Any forbearance by the Company in enforcing the EOI terms, or granting time/indulgence to the Bidder, shall not discharge our obligation, which shall be discharged only by the Bidder's performance or, on failure, by our payment of the sum not exceeding ₹2,00,000/-.
   (b) Our liability shall not exceed ₹2,00,000/- (Rupees Two Lakhs only).
   (c) Our liability shall not be affected by any infirmity or irregularity on the part of our constituent (the Bidder) in submitting its bid, or by any change in its constitution.
   (d) This guarantee shall remain in force for six (6) months from the date of bid opening, and may be renewed for a further period at the Company's request, on the same terms.
   (e) Our liability shall terminate unless renewed as above, or on the day our constituent

complies with its obligations under the EOI, whichever is later, and unless a written claim is made on us within the claim period stated above.

Notwithstanding anything contained hereinabove:

(i) Our liability under this Bank Guarantee shall not exceed ₹2,00,000/- (Rupees Two Lakhs only).
(ii) This Bank Guarantee shall be valid up to _______________ (6 months from bid opening).
(iii) We are liable to pay the guaranteed amount, or any part thereof, only if the Company serves upon us a written claim or demand on or before _______________ (6 months from bid opening).

This Guarantee shall be interpreted and governed by the laws of India. Any dispute shall be settled exclusively in the courts at Mumbai.

This Guarantee is executed on ___ day of __________ by the duly authorized signatory of the Guarantor.

Yours faithfully,
For and on behalf of _______________________

Authorized official

Alternatively, where the Bidder elects to submit EMD via NEFT rather than Bank Guarantee, per the Schedule of Events, the Bidder shall submit a covering declaration on its letterhead confirming: Amount (₹2,00,000/-), UTR/transaction reference number, transaction date, remitting bank and IFSC code, and its own bank account details for refund of the EMD, addressed to the Company at the address above.