

**REQUEST FOR PROPOSAL FOR APPOINTMENT OF  
REGISTRAR AND SHARE TRANSFER AGENT FOR EQUITY  
SHARES OF THE BANK**



**INDIAN BANK**

**(Investor Services Cell)  
Corporate Office,  
254 - 260, Avvai Shanmugam Salai  
Royapettah, Chennai - 600 014**

*Cost of RFP Document : ₹5,000/- (Non-Refundable) To be remitted through  
NEFT)*

**Ref: ISC/RTA/RFP/2020-21/01**

**Date: 16.02.2021**

*Web Site: [www.indianbank.in](http://www.indianbank.in)*

*E-mail: [ibinvestorrelations@indianbank.co.in](mailto:ibinvestorrelations@indianbank.co.in)*

---

*This document is meant for the exclusive purpose of Bidding as per the Specification, Terms, Condition, Scope indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.*

### CALENDAR OF EVENTS

Sl. No.	Event	Date & Time
1.	Date of commencement of RFP Process	<b>17.02.2021</b>
2.	Last date for receiving of queries/request for clarification from Bidders through e-mail	<b>04.03.2021, through e-mail at <a href="mailto:ibinvestorrelations@indianbank.co.in">ibinvestorrelations@indianbank.co.in</a></b>
3.	Communication of Clarification to Query / modification in RFP, if any.	<b>06.03.2021</b>
4.	Last Date and Time for submission of Bid Documents (through e-mail only)	<b>12.03.2021 upto 5.00 p.m.</b> Technical and Commercial Bids to be submitted separately through e-mail at <a href="mailto:ibinvestorrelations@indianbank.co.in">ibinvestorrelations@indianbank.co.in</a> . Commercial bid to be password protected and the password to be mailed to GM- CFO at arun.bansal@indianbank.co.in.
5.	Date, Time and Venue of opening of Commercial Bids*	<b>18.03.2021 at 3.30 p.m.</b> at Indian Bank, Corporate Office No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai- 600014.
6.	Address for communication	Assistant General Manager & Company Secretary Indian Bank, Corporate Office No.254-260, Avvai Shanmugam Salai Royapettah, Chennai - 600014 Email : <a href="mailto:ibinvestorrelations@indianbank.co.in">ibinvestorrelations@indianbank.co.in</a>
7.	Contact Person	Shri Arun Kumar Bansal, General Manager- CFO and Shri Dina Nath Kumar, Asst. General Manager & Company Secretary
8.	Cost of RFP document	<b>₹5,000/- (Rupees five thousand only)</b>
9.	Earnest Money Deposit	<b>₹1,50,000/- (Rupees one lakh and fifty thousand only)</b>

\*The Commercial Bids of only technically qualified Bidders will be opened.

In case the specified date of opening of Bids is declared a holiday in Tamil Nadu under the NI Act, the bids will be opened on next working day.

## TABLE OF CONTENTS

<b>Sl. No.</b>	<b>Subject</b>	<b>Page No.</b>
1	Introduction	4
2	Invitation for Bids	4
3	Eligibility criteria for the bidder	4-5
4	Scope of Work	5
5	Earnest Money	5-6
6	Bid Document	6
7	Right of the Bank to accept or reject Bids	6
8	Submission of Bids	6-7
9	Documents to be submitted along with Technical Bid	7-8
10	Documents to be submitted along with Commercial Bid	8
11	Mode of submission of Bids	8
12	Clarification on and amendments to RFP document	9
13	Opening of Bids	9
14	Evaluation of Bids and Award of Contract	9
15	Notification of Award and signing of Agreement	10
16	Contract period	10
17	Performance Guarantee	10-11
18	Indemnity	11
19	Other conditions of Contract	11-13
20	Annexure – 1 (Bid Form)	14
21	Annexure – 2 (Format of Technical Bid)	15-17
22	Annexure – 3 (Format of Commercial Bid)	18-19
23	Annexure – 4 (Scope of Work)	20-26
24	Annexure – 5 (Declaration)	27
25	Annexure – 6 (Proforma for Security / Performance Guarantee)	28-30
26	Annexure – 7 Indemnity Bond	31
27	Annexure -8 with Schedule I & IV (Draft agreement between the Bank and Registrar & Share Transfer Agent)	32-36

## 1. INTRODUCTION:

Indian Bank, a body corporate, constituted under the provisions of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-600014, (hereinafter referred to as “the Bank”), is one of the leading Public Sector Banks in India having PAN Indian presence through its 6003 Branches as on 31.12.2020.

Erstwhile Allahabad Bank (e-AB) has been amalgamated with Indian Bank w.e.f. 01.04.2020. e-AB came out with IPO in 2002 and launched Further Public Offer (FPO) in 2005. Indian Bank came out with IPO in 2007. The present paid up equity capital of Indian Bank (the Bank) is ₹1129.37 crore. The Bank presently, has approximately 3.36 lakh shareholders, out of which, around 43,000 shareholders are holding shares in physical form. The shares of the Bank are listed on both NSE & BSE.

## 2. INVITATION FOR BIDS:

Presently, Cameo Corporate Services Limited is the Registrar and Share Transfer Agent (RTA) for equity shares of the Bank and their present term of appointment will expire on 31.03.2021.

Now, bids are invited from SEBI registered category I Registrars & Share Transfer Agents (RTAs) having necessary experience, clientele, infrastructure and financial support **for acting as Registrar and Share Transfer Agent for the equity shares of INDIAN BANK initially for a period of three years, renewable on year to year basis thereafter with mutual consent.**

## 3. ELIGIBILITY CRITERIA FOR THE BIDDER:

The Bidder must have:-

- i) A valid Category I SEBI registration as on date of bidding and have Certificate of Permanent Registration granted by SEBI to perform the activities of Registrar and Share Transfer Agents (RTA).
- ii) Minimum of fifteen years experience in handling activities of RTA and should have experience in handling allotment of shares under initial / follow on public offer through book building process and fixed price issue/ Preferential Issue / Rights issue / ESOP and other RTA related activities as per SEBI Guidelines / Regulations.
- iii) Client base of atleast twenty five companies including a minimum of two listed Public Sector Banks.
- (iv) Sufficient infrastructure, manpower and latest technology for handling the RTA work.
- (v) Online connectivity with NSDL & CDSL.
- (vi) Branch office having sufficient manpower and infrastructure (including IT infrastructure) at Chennai to handle the RTA work and deal with the day to day query/task promptly, raised/assigned by the Bank.

- (vii) Facility to provide web-based service to the Bank. The web based services shall enable the Bank to view:
- Updated details of each shareholder folio/client ID, shareholding details, Name(s), address, Contact details, Bank Details (Bank Mandate/ECS Mandate) etc., (Data to be updated at weekly intervals as per the beneficiary details provided by NSDL and CDSL).
  - Details of dividends paid to each shareholder during all the previous years along with paid/unpaid status.
  - Scan copies of complaints received from the shareholders and the replies given by RTA.
- (viii) Sufficient space/godown/warehouse at Chennai for safekeeping of old and new records/papers related to IPO/FPO/ Share Transfer records etc. of the Bank, including that of erstwhile Allahabad Bank.
- (ix) Cyber security and cyber resilience frame work as stipulated under SEBI circular having reference no. SEBI/HO/MIRSD/DOP/CIR/P/2017/100 dated 08.09.2017
- (x) No disciplinary/penal action should have been taken against the RTA and/ or its promoter or Directors by SEBI and/or any statutory/regulatory bodies for suspension of its business during last five financial years and no case should have been pending against the RTA as regards R&T business is concerned, in any court of law in India and/ or before SEBI/other statutory/regulatory bodies as on the date of opening of the tender.

#### 4. SCOPE OF WORK:

The scope of work is as detailed in Annexure – 4.

#### 5. EARNEST MONEY:

The Earnest Money (EMD) for this RFP is ₹1,50,000/- (Rupees One lakh fifty thousand only). The Bidder must deposit EMD through NEFT into the account of “Indian Bank, CO: Accounts Department” as per details given below:

Sl. No.	Details of Bank Account	
1.	Name of the Beneficiary	Indian Bank, HO: Accounts Dept
2.	Type of Account	Current Account
3.	Account Number	712672588
4.	Name of the Bank, Branch	Indian Bank, Harbour Branch
5.	Address of the Branch	No.66, Rajaji Salai, Chennai – 600 001
6.	MICR Code No.	600019020
7.	IFSC No.	IDIB000H003

Any Bid, not accompanied with Earnest Money as stated above will be rejected by the Bank. No interest will be payable by the Bank on Earnest Money. The Earnest Money of all unsuccessful Bidders will be returned to them within a period of thirty (30) days from the date of award of the contract to successful bidder. The Earnest Money of successful Bidder will be returned to him after submission of prescribed Bank Guarantee.

## **6. BID DOCUMENT:**

The bid documents may be downloaded from the Bank's official website [www.indianbank.in](http://www.indianbank.in) from 18<sup>th</sup> February, 2021 to 12<sup>th</sup> March, 2021. The bidders are required to remit a non-refundable fee of ₹5,000/- (Rupees five thousand only) through NEFT to the account of Indian Bank as given under Clause 5 above, failing which the bid of the concerned bidder will be rejected.

## **7. RIGHT OF THE BANK TO ACCEPT OR REJECT BIDS:**

INDIAN BANK reserves the right to accept or reject in part or in full any or all offers without assigning any reason thereof. Any decision of INDIAN BANK in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage, if it is found that the bidder does not meet the eligibility criteria or has submitted false/incorrect information, the bid will be rejected summarily by the Bank.

## **8. SUBMISSION OF BIDS:**

Technical Bids and Commercial Bids in prescribed format are required to be submitted separately through e-mail at [ibinvestorrelations@indianbank.co.in](mailto:ibinvestorrelations@indianbank.co.in) on or before the date and time mentioned under Calendar of events. The commercial bid should be password protected and the password should be mailed to the General Manager - CFO through e-mail at [arun.bansal@indianbank.co.in](mailto:arun.bansal@indianbank.co.in).

If the size of the technical bid is too large, it may be split and sent in parts. Any Bid received by the Bank after deadline prescribed for submission of Bids, will be rejected. The bidder need not send the hard copies of the documents after sending e-mail. If required, after opening of the bids, the authenticity of the documents may be verified by the Bank by calling for hard copies.

The Technical Bid/Offer should be complete in all respects and contain all information asked for in the exact format of technical specifications given in the RFP, except prices. The Technical Bid/Offer must not contain any price information. The Bank, at its sole discretion, may not evaluate a

Technical Offer in case of non-submission or partial submission of technical details. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidders.

The Commercial Bid/Offer should contain all relevant price information and should not contradict the Technical Bid/Offer in any manner.

The Bank will not be bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever.

## 9. DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID:

- a) Details of UTR No. and date for the non-refundable fee of ₹5,000/- (Rupees five thousand only) and the Earnest Money Deposit of ₹1,50,000 (Rupees one lakh fifty thousand only).
- b) Duly filled in and signed BID FORM as per **Annexure-1**.
- c) Full details of the firm :
  - i. Name of firm
  - ii. Constitution of firm
  - iii. Full address, phone no, fax no, e-mail address
  - iv. Attested copy of Memorandum of Association and Article of Association of the companies registered under Companies Act 1956 along with a copy of Certificate of Incorporation of the business/company or any other related documents.
  - v. Brief history and activities of the bidder
- d) Self-attested copy of Audited Balance sheet and profit and loss account of the bidder for last two financial years.
- e) Self-attested copy of testimonials and documentary evidence in support of experience of doing similar work and documents substantiating eligibility criteria.
- f) Self-attested copy of RTA registration certificate granted by SEBI (The Registration certificate should be valid on date of tender.).
- g) Self-attested copies of the contracts/work orders or any other document to confirm rendering of RTA services to such number of clients as stipulated in eligibility criteria.
- h) Documents evidencing experience of handling allotment of shares through book building process/right issue/preferential issue/ESOP etc.
- i) Details of branch network to establish PAN-INDIA presence.
- j) A detailed write up on web based services to be extended to the clients and shareholders duly covering the services as mentioned under eligibility criteria.
- k) A Declaration /Certificate confirming compliance of the requirements stipulated in eligibility criteria.
- l) A Declaration on acceptance of the -"Scope of Work" as detailed in **Annexure- 4**.



- m) A Declaration as per the format provided in **Annexure-5** in the Bid Document signed by the authorized representative of the Bidder declaring that all information and document submitted along with the Bid are correct, genuine, authentic and valid. If any information and document submitted by the Bidder (s) is found to be false or incorrect at any time then the Bank will have the right to cancel the Bid and take action as it may deem fit against the Bidder, including but not limited to termination of the contract, forfeiture of all dues including earnest money, security money and banning/black listing or de-listing the concerned Bidder.
- n) A certificate signed by the Bidder stating that they are accepting unconditionally all the terms & conditions of the tender document including Commercial Terms & Conditions of the Contract.
- o) A certificate conforming the technological specification from a CISA qualified auditor.
- p) Bank details along with a cancelled cheque.

#### **10. DOCUMENTS TO BE SUBMITTED ALONG WITH COMMERCIAL BID:**

Commercial bid should be submitted only in the format prescribed in this Bid Document (**Annexure-3**). Commercial Bid submitted in any format other than as specified above will be rejected and not considered for further evaluation.

Further, the Bidders should note that:

- (a) only one rate is to be quoted in the Commercial Bid format (**Annexure-3**) as indicated therein;
- (b) Rate quoted in slabs will not be considered and will be rejected;
- (c) Evaluation of bids will be done based on Total amount arrived at in INR as per the rate mentioned in the Price format.

**The rate shall be quoted inclusive of all costs but exclusive of GST, if any.**

#### **11. MODE OF SUBMISSION OF BIDS:**

The bidder should submit the technical bid and commercial bid separately through e-mail only at [ibinvestorrelations@indianbank.co.in](mailto:ibinvestorrelations@indianbank.co.in) latest by 5.00 p.m. on March 12, 2021. The commercial bid should be password protected and the password should be sent by e-mail to the General Manager – CFO at [arun.bansal@indianbank.co.in](mailto:arun.bansal@indianbank.co.in). Bids received after the last date on account of any reason, whatsoever, will not be considered.



## 12. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT:

Bidders are advised to send their queries relating to RFP only through e-mail well in advance latest by March 04, 2021, so that the same could be clarified by the Bank on March 06, 2021.

Further, at least 7 (seven) days prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought/ suggestion(s) made from the prospective Bidders, modify the RFP contents/covenants by amendment. Clarification/amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect.

## 13. OPENING OF BIDS:

Commercial Bids of the technically qualified Bidders only will be opened at 3.30 p.m. on March 18, 2021 in presence of the officials of the Bank.

## 14. EVALUATION OF BIDS AND AWARD OF CONTRACT:

The Bid opening committee /Bid evaluation committee of the Bank initially verifies whether each of the bids received:

- a. meets the eligibility criteria
- b. has been properly signed;
- c. is accompanied by the prescribed earnest money
- d. meets the terms specified in the Bidding documents without any material deviations/ reservations.

A material deviation or reservation is one:

- Which affects in any substantial way the scope, quality or performance of the contract; and/or
- which limits in any substantial way, inconsistent with the Bidding documents, the Bank's rights or the Bidder's obligations under the Contract;

**The Bank will evaluate and compare only the Bids which fulfill the terms stipulated in bidding documents. The bids which do not fulfill the terms stipulated in the bidding documents will be rejected by the Bank at its sole discretion.**

Award of contract will be made to the lowest evaluated responsive bidder. Ranking of L-1 Bidder will be determined only on the basis of total amount arrived at as per the rate quoted in the Commercial Bid format, **Annexure- 3** of the Bid Document.

Bank will award the contract to the best qualified Bidders whose Bids have been determined to be substantially responsive to the Bidding documents and who have offered the lowest evaluated Bid Price. The Bank shall be the sole judge in this regard.

## 15. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

The Bidder, whose Bid has been accepted, will be notified of the award by the Bank by e-mail and/or by registered letter/courier.

The notification of award will constitute the formation of the Contract, subject to furnishing of a Security / Performance Guarantee.

A Memorandum of understanding duly incorporating all the agreements including standard payment terms between the Bank and the successful Bidder shall be executed within 30 days following the notification of award. A draft agreement has been annexed to this document and marked as **Annexure- 8**.

Subsequent to the memorandum of understanding/Agreement with the successful bidder, the Bank will promptly notify the other Bidder that their Bids have been unsuccessful and refund the Bid Security/Earnest Money Deposit within a period of thirty days from the date of award of contract to the successful bidder.

## 16. CONTRACT PERIOD:

The contract period for carrying out all the activities of Registrar and Share Transfer Agents for equity share of the Bank will be initially for a period of three years from the date of Agreement. However, with the mutual consent of the Bank and the successful Bidder, the agreement will be renewable on year to year basis thereafter. The selected bidder will have to execute an agreement with the Bank covering all terms and conditions of this RFP and such other terms and conditions as may be statutorily required. The performance of the selected Bidder shall be reviewed every year and the Bank will have the right to terminate the contract at its sole discretion by giving 30 days notice without assigning any reasons and without any cost or compensation. Any offer falling short of the contract validity period is liable for rejection.

## 17. PERFORMANCE GUARANTEE :

The successful bidder will have to furnish a Bank Guarantee for an amount equivalent to ₹5,00,000/- (Rupees five lakh only) within a period of 30 days from the date of award of contract. Bank Guarantee shall be irrevocable and it shall be issued from any Scheduled Bank in India. The performance guarantee shall initially be valid for a period of four years and the same shall be as per the **Annexure - 6**. Any further renewal of contract will require furnishing of Bank guarantee which shall be valid up to one year after expiry of the contract.

The Bank guarantee shall remain in full force and effect during the contract period and can be invoked any time in the event the selected RTA fails to discharge its contractual obligations or Bank incurs any loss due to RTA's negligence in carrying out work as per the agreed terms & conditions or in case Bank incurs any loss owing to or on account of any act or

omission on and that it shall continue to be enforceable for one year from the date of expiry /termination of the contract.

Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award.

## **18. INDEMNITY:**

The successful bidder shall exercise reasonable skill, care and diligence and keep INDIAN BANK indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the selected bidder or its staff, agents or sub-contractors in relation to the performance or otherwise of the services under the contract. The selected bidder shall execute Indemnity Bond to this effect in the format as per **Annexure 7**.

## **19. OTHER CONDITIONS OF THE CONTRACT:**

### **a) Commencement of work:**

RTA should commence all the specified activities as detailed in scope of work within 30 days from the date of contract. The RTA shall build up all the existing data in their systems and shall enable the Bank to view the existing data through web based services extended to the Bank within 30 days as stated. Bank will not reimburse any expenses incurred in taking over all the records/data/papers from existing RTA and for building up the database in their system./storing records/paper.

### **b) Force Majeure:**

The RTA shall not be liable for liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purpose of this Clause "Force Majeure" means an event beyond the control of the RTA and not involving the RTA's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of wars or revolutions, fires, floods, epidemics, quarantine restrictions etc., However, this shall not include power failure, virus attack and/or malicious attack or attempted malicious attack.

### **c) Termination for Default :**

Bank without prejudice to any other remedy for breach of Contract, by written notice of default sent to the RTA, may terminate the Contract in whole or in part,

- i. If the RTA fails to perform obligations(s) under the Contract.
- ii. If the RTA in the judgment of Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iii. In the event Bank terminates the Contract in whole or in part, Bank may procure similar services, upon such terms and in such manner

as it deems appropriate and the RTA shall be liable to Bank for any excess costs for such similar services. However, the RTA shall continue performance of the Contract to the extent not terminated.

**d) Selection of another RTA :**

In the event of failure of the RTA to perform the services as per the contract and/or for breach of any clause of the contract/Agreement, the Bank reserves the right to engage any other RTA to undertake the services detailed in the contract at the risks and cost of the RTA. A notice will be given by Bank to the RTA before initiating selection of another RTA. On such engagement of another RTA, the RTA will be liable to pay the difference in value of the service charge paid at a higher rate, if any. For this purpose, Bank may forfeit any dues payable to the RTA to recover this amount.

**e) Termination for Convenience:**

Bank, may terminate the Contract/Agreement, in whole or in part, at any time for its convenience by giving 30 days advance notice to the RTA. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the RTA under the Contract is terminated, and the date upon which such termination becomes effective.

**f) Assigning to Others:**

The successful bidder shall not, without the prior written permission/consent of INDIAN BANK assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Bidder, any of its rights or obligations under the Contract/Agreement or any part, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by INDIAN BANK.

**g) Statutory Approval:**

The RTA shall obtain all the required statutory and other clearances from the respective competent authorities. The RTA shall be responsible for complying with conditions of all clearances obtained by them and also all the applicable/prevaling laws, rules, regulations, policies, procedures and guidelines of the Govt. of India and other Statutory/Regulatory Bodies.

**h) Release of information:**

The RTA shall not communicate or use in advertising, publicity, sales releases or in any medium, photographs or other reproduction or works under the contract or other information concerning the service unless prior written permission has been obtained from the Bank.

**i) Dispute resolution mechanism:**

The successful Bidder and the Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- ii. The matter will be referred for negotiation between General Manager - CFO and Assistant General Manager & Company Secretary of INDIAN BANK and the Authorized Official of the successful Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Chennai and conducted in accordance with the provisions of

Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators jointly shall appoint the third or the presiding arbitrator.

**j) Legal jurisdiction:**

Matter relating to any dispute or difference arising out of this Bid and subsequent contract awarded based on the Bid shall be subject to the jurisdiction of Chennai court only.

For Indian Bank

Sd/-

(Arun Kumar Bansal)  
General Manager-CFO  
Date: 16.02.2021

**BID FORM**

The General Manager - CFO  
Indian Bank  
Corporate Office  
No.254-260, Avvai Shanmugam Salai  
Royapettah, Chennai – 600 014.

Sir,

**Reg.: Our bids for Registrar and Share Transfer Agent for equity shares of the Bank.**

**In response to your RFP dated \_\_\_\_\_, we offer our Bid as per the bid documents enclosed.**

We understand that:

1. The Bank is not bound to accept the lowest or any bid received and may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute an Agreement /MoU at our cost, when called upon by the Bank to do so. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. The name of successful bidder to whom the contract is finally awarded shall be informed separately by e-mail and/or by Registered post/courier.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021 at .....(Place).

Yours faithfully,

Authorized Signature : \_\_\_\_\_

Name and Title of the Signatory : \_\_\_\_\_

Name of the Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

SEAL OF THE BIDDER



**Annexure-2**

**GENERAL INFORMATION REGARDING BIDDER**  
**(TECHNICAL BID)**

Sl. No.	Description	Remarks
1.	Name of the Company (Memorandum and Articles of Association of company to be enclosed)	
2.	Registered Office & Corporate Office address, including office at Chennai - PAN NO. - TAN No. - GST Registration No. - Other Statutory No., if any	
3.	Name (s) of the Chairman, Managing Director & other Director (s) with the following details : a) e-mail address b) Telephone Number/Mobile Nos. c) Fax Number d) Office Address e) PAN No.	
4.	Background of the Promoter/Director	
5.	Net worth/Turnover/Net Profits of the company as per last 3 Audited Accounts	
6.	Details of outstanding statutory dues, if any	
7.	ISO certification, if any	
8.	Registration Numbers with SEBI as Category - I Registrar & Share Transfer Agent The date upto which the SEBI Registration is valid	
9.	Number of Folios being served by the company presently, as on 31.03.2019 & 31.03.2020 – Client-wise including physical folios	
10.	Total capacity to handle business	
11.	Whether RTA Activities are based at the Registered Office? If no, address of the premises of RTA Activities. Details of offices at other places and at Chennai	
12.	Approximate area in sq. ft. of the premises at Chennai where RTA activities are being undertaken/would be undertaken. Whether premises is owned or rented. If rented, the remaining lease period.	
13.	Approximate area in sq. ft. of the godown / warehouse at Chennai for safekeeping of Bank's record related to equity shares (IPO/FPO/Share Transfer etc.). Whether premises is owned or rented. If rented, the remaining lease period.	



14.	Major Public Offer/Rights issues/ Preferential Issue/ESOP etc. handled by the Firm during last three year i.e. 2017-18, 2018-19 and 2019-20:- a) Name(s) of the Client b) Book-building/fixed price issue c) Volume d) Month/Year e) Whether a Client at present	
15.	Whether web based Complaint Tracking system and MIS report is being provided at present to clients? If yes, give details.	
16.	Whether web based Complaint Lodging and Tracking system is being provided at present to the shareholders/ investors of the clients? If yes, give details.	
17.	The details of Infrastructure facilities available with the company, viz., a) Hardware b) Software c) Software Development d) Storage capacity e) Safe Deposit vaults f) Security g) Manpower h) Insurance cover i) Others	
18.	Details of dedicated team structure exclusively available to render RTA services to the Bank	
19.	Details of legal personnel to handle legal matters (details of qualifications, expertise etc.)	
20.	Methodology adopted for maintaining backup of Database? Whether the company has a) Disaster Recovery Plan (DRP) in place, - if yes, details thereof b) Power backup facility and details thereof c) Other system (Please specify)	
21.	Details of facilities for bulk dispatch by Ordinary/Registered Post/Courier etc.	
22.	Details of connectivity with NSDL/CDSL for handling demat shares and the details of software/Hardware to handle dematerialized shares in order to work in tandem with NSDL/CDSL system.	

23.	Facilities available for processing and handling data for payment of dividend through NECS (National Electronic Clearing System).	
24.	Whether any appeal/unresolved dispute/suit/case is pending with any court of law and or and quasi judicial bodies in India or outside India pertaining to rendering of RTA Services/Right of rendering RTA services. - If so, details thereof including its present status.	
25.	Organization Chart.	
26.	Whether the Company has ever been debarred/blacklisted by any of its clients for whom it was/is acting as Registrar and Share Transfer Agent. If yes, please give details viz. name of the Company, when barred/blacklisted& reasons thereof etc.	
27.	Other relevant details, if any	

Submit self attested photocopy of the document, wherever required.

**Signature of Bidder with Seal**

**Annexure -3**

**COMMERCIAL BID**

Sl. No.	Particulars	Rate Amount in ₹
1.	Folio Maintenance (per folio/ per annum) (No. of Folios as on 31.01.2021: 3,36,000 (Approx.) of which 43,000 (Approx.) physical)	
2.	Dividend processing, over printing of particulars on dividend instruments (per physical dividend warrant)	
3.	Maintenance of communication link with two depositories (NSDL & CDSL) (Connectivity Charges). Per depository / per annum	
4.	Printing of address label for despatch of Annual Report / any other communication (per folio)	
5.	Activity relating to green Initiatives including sending ECS intimation, Annual Reports and any other notices via E-mail (per mail)	
6.	Web based services (per annum)	
7.	Charges for keeping old record – including IPO/FPO documents of Indian Bank / erstwhile Allahabad Bank (per annum).	
8.	Assisting the Bank for conduct of AGM / EGM including recording Proxies, taking attendance of the shareholders, preparation of voting results including electronic voting and other related work (including deputing the personnel and arranging the required infrastructure), e-voting, poll and other activities – (per meeting).	
9.	Details of other charges, if any, not specifically mentioned above.	
10.	Travelling expenses including local conveyance	To be borne by RTA

The Folio maintenance charges can be billed on monthly basis based on the total number of shareholders as on the last date of the month.

**Note:**

**a) The charges pertaining to the following shall be included as Folio maintenance charges. No separate charges allowed for these services.**

- i. Transfers of shares / Transmission of shares /Transposition / issue of duplicate share certificates / Sub-division / Split of

shares / consolidation / rematerialization of shares / dematerialization of shares / Registration of power of attorneys etc.,

- ii. Registration/Modification/ deletion transactions like change of addresses /name/bank mandate etc.
- iii. Revalidation of dividend warrants/issue of duplicate dividend warrants etc.,
- iv. All types of correspondence with the shareholders in attending their grievances.
- v. Providing complete details of shareholders in soft copy and various reports / information as and when required.
- vi. Maintenance of shareholder register and transfer books.

**Following expenses incurred will be reimbursed on actual basis on submission of relevant bills/vouchers at monthly intervals.**

- i. Communication charges for sending letter to shareholders/ Company/ statutory Authority through(a) ordinary post (b) speed post/registered post (c) low cost courier (d) electronic mode or Fax.
- ii. Cost of printing material, Computer stationery and other material used for printing of records/correspondence etc.,
- iii. Cost of dividend warrant stationery /ECS credit advice/confirmation letters/other forms duly approved by the Bank including cost of stationery.
- iv. Actual postage paid to the Dept. of Post by the RTA for bulk mailing like dispatch of Dividend warrants, ECS Credit Advice/Confirmation Letter, Annual Reports etc. would be reimbursed.
- v. Actual cost incurred for facilitating attendance recording at the AGM/EGM venue.

**SCOPE OF WORK**

**The Registrar and Share Transfer Agent (RTA) is required to carry out the following activities:**

1. The RTA shall build up all the existing data in their systems and shall enable the Bank to view the existing data through its web based services within 30 days. Bank will not reimburse any expenses incurred in taking over all the records from our existing registrars and transfer agents and for building up the data in the RTA system.
2. Live Folio Maintenance and Maintenance of a Web Based Services - A dedicated website for online information to the Bank and its shareholders including facility for Lodging and Tracking complaints, Nomination and ECS Mandate etc.
3. “The Registrar and Share Transfer Agent” will receive and attend promptly, correspondence received from shareholders / Bank / Stock Exchanges / SEBI/ other bodies and will segregate the inward mail as transfer requests, request for change of address, transmission, transposition, deletion of name, dematerialization, rematerialization and other letters received from investors in respect of equity shares issued by the Bank and matters connected or incidental there to.
4. “The Registrar and Share Transfer Agent” will record the mail pertaining to request for Transfer, request for change of address, Transmission, Transposition, Deletion of name, Dematerialization, Rematerialization and other requests/letters/complaints from the investors by maintaining an inward register on a day to day basis and also affix stamp containing inward number and date of receipt on all transfer deeds/letters pertaining to above requests/enquiries/complaints in respect of equity shares issued by the Bank and matters connected or incidental there to.
5. The Bank shall also maintain an inward register to record the date of receipt of request for Transfer, request for change of address, Transmission, Transposition, Deletion of name, Dematerialization, Rematerialization and other requests /letters /complaints from the investors/SEBI/Stock Exchanges/other bodies under relevant statutes which are received by the Bank directly. Bank shall hand over all transfer requests, request for change of address, Transmission, Transposition, Deletion of name, Dematerialization, Rematerialization and other requests /letters /complaints from the investors/SEBI/Stock Exchanges/other bodies and other correspondence well in time under a covering letter to Transfer Agent in respect of equity shares issued by the Bank and matters connected or incidental there to. The receipt of above documents should be acknowledged by Transfer Agents.
6. **Processing of Share Transfer requests, if any, by “The Registrar and Share Transfer Agent”:**
  - a) Acceptance of requests for transfer at the counter and issue a receipt thereof. In addition, the requests will be accepted through post, through courier and from the Bank. Acknowledgement cards

will be sent to the transferees for transfer documents received through post, through courier and from the Bank.

- b) Detailed scrutiny of transfer deeds etc which includes scrutiny of the date of presentation, transfer particulars, value of share transfer stamps affixed vis-à-vis the applicable market value, verifying of genuineness of signature/s of transferor/s with the specimen signature/s recorded with the Bank, checking that thumb impression/s is/are attested by Magistrate/Bank manager or notarized as the case may be, checking that all the columns including the address of the transferees provided in the transfer deeds are duly completed, etc. The transfer deeds are also scrutinized vis-à-vis the Share certificates, for correctness.
- c) Generating transfer numbers for all transfers and entering the same in the column provided in the transfer deed and also Folio numbers for valid transfers (In case of new transferees only). For the cases where the transferee/s is/are already holding shares of the Bank the existing Folio number will be allocated for transferred shares also.
- d) Processing of all transfer deeds, including data entry, checking and validation.
- e) Issuing of objection memos, in case of transfer deeds/ transmission requests, which are not in order.
- f) Updating the master files, for all valid transfers deeds, processing and printing the following documents/ reports: -
  - i) Transfer register and other relevant reports (In duplicate).
  - ii) Covering letters for dispatch of duly transferred and endorsed Share Certificate/s to the transferee/s.
  - iii) Objection memos for dispatch of transfers/ transmission request under objection to the transferee/s / claimant/s.
  - iv) Seller notices for transfers where there is slight difference between the signatures of the transferor/s on the transfer deed and his/their signature/s recorded with the Bank (NOL cases).
  - v) Bulk register for dispatch of duly transferred and endorsed Share Certificates with covering letters for valid transfers, seller notices and share certificates with objection memos and transfer deeds for objection cases.
- g) Submission of transfer register (In duplicate) to the Bank for approval.
- h) The Share Transfer Committee of the Bank will meet generally once in a fortnight, more frequently if necessary and in any case not less than once in a month. This will enable The Registrar and Share Transfer Agent to complete the transfer of securities within the stipulated time under the listing agreements with stock exchanges.
- i) On receipt of Transfer register (one copy), duly approved by the transfer committee of the Bank, endorsement of transferee/s name, folio number, transfer deed number, date of approval on the reverse of the Share Certificate/s by means of endorsement stickers and authentication of the same.



In case of endorsement of share certificate/s, the Bank/” The Registrar and Share Transfer Agent” shall ensure that the authentication is done by an authorised signatory.

- j) Receiving requests for the following inwarding and registration of the same in the transfer cycles:
  - i) Transmissions
  - ii) Transpositions
  - iii) Deletion of name.
- k) Noting stop Transfer indicators on the record.
- l) Dispatch of duly transferred share certificates with covering letters to transferees by registered post at the end of each transfer cycle, within the mandatory period as laid down in the Companies Act/ Listing agreement and maintaining the postal journal/ bulk register indicating the date of dispatch and name of post office from where the dispatch was made.
- m) Dispatch of seller notices to the transferors with a copy to the transferees by registered post within the mandatory period as laid down in the Companies Act/ Listing agreement and maintaining the postal journal/ bulk register indicating the date of dispatch and name of post office from where the dispatch was made.
- n) Dispatch of Share Certificates with relevant transfer deeds and objection memos to the transferees within the mandatory period as laid down in the Companies Act/ Listing agreement and maintaining the postal journal/ bulk register indicating the date of dispatch and name of post office from where the dispatch was made.
- o) “The Transfer Agent” shall preserve all the transfer deeds in safe custody, take steps to cancel the stamps affixed on the back of transfer deeds and also cancel all the blank transfer deeds signed by transferors but not used for effecting transfer.
- p) “The Registrar and Share Transfer Agent” shall maintain a control register to record the period of receipt of transfer requests, the date of submission of transfer requests to the Bank for approval, date of receipt of transfer register after approval and date of dispatch to the transferees.

**7. Maintenance and Processing of Requests related to Share Certificate(s):**

- a) Sub-division of Share Certificate
  - b) Consolidation of Share Certificate
  - c) Issue of duplicate/ replaced Share Certificates in case of loss or mutilation of original share certificate/s after receiving duly executed Indemnity Bond and/ or other relevant documents from the shareholders and complying with other relevant formalities as per guidelines issued by the Bank.
- 8.** Depository related services to the shareholders of the Bank wherever applicable i.e. handling of Dematerialization and Rematerialization of the share certificates/ scrips as per terms and conditions of the tripartite agreement entered into between the Bank, “The Registrar and



Share Transfer Agent” and Depositories i.e. National Securities Depository Ltd (NSDL) and Central Depository Services(I) Ltd (CDSL) and more particularly specified hereunder:

- a) Maintenance of communication link with each depository (NSDL & CDSL).
- b) Processing requests for Dematerialization by converting share certificates/ scrips from physical form to electronic form after verifying signature/s of the shareholder/s, verification of documents and transferring the scrips to NSDL/ CDSL.
- c) Processing request for Rematerialization by converting scrips from electronic form to physical form, printing fresh certificates/s and dispatch to shareholders.
- d) Maintaining an up-to-date reconciled balance of share capital in physical and electronic form by reconciliation with NSDL/CDSL on daily basis.
- e) Maintaining the Beneficiary owners’ masters downloaded from NSDL/CDSL.
- f) Downloading the data for dematerialization received from NSDL/CDSL to the storage media of “The Registrar and Share Transfer Agent” for updation of Master files.
- g) Uploading of data pertaining to the status of dematerialization and rematerialization requests to NSDL/CDSL.
- h) Processing and updating of inter depository transfers.
- i) Handling and storage of dematerialized scrips (Till the same are shredded) and related documents.
- j) Returning the share certificate/s (Original/reprinted, as the case may be) which could not be dematerialized to the shareholders/ Depository Participants (DPs) with appropriate letters explaining the reasons thereof.
- k) Issuing reprinted certificates in lieu of mutilated/ defaced certificates submitted for dematerialization, except in legal cases i.e. title disputes etc.
- l) Receiving beneficiary ownership data on book closure/ record date from NSDL and CDSL and merging the data with the data of shareholders holding shares in physical form.
- m) Reconciling the share capital after merging the holdings which are both in physical and electronic form.
- n) Processing and distributing the corporate benefits like Dividend payment as declared by the Bank.
- o) Generating the following periodical MIS reports on dematerialization and rematerialization, based on data downloaded from NSDL and CDSL on monthly basis:
  - i) Composite summary;
  - ii) Statement of NSDL/CDSL accounts;
  - iii) Report of demat/ remat transactions;
  - iv) Category wise holding in electronic form;
  - v) List of top 200 holders in electronic form;
  - vi) Variation report under demat holdings covering the list of beneficiaries holding 500 shares or more, etc.

**9. Maintenance of Register of Shareholders in Electronic form (on Computer):**

- a) Updating the details of shares acquired or transferred by the shareholders, as per clause 4 above.
- b) Receiving requests for Change of address and name correction/change, updating the same information in Master files.
- c) Receiving and updating other requisite/relevant information of the shareholders such as ECS mandate status and tax exemption forms etc on the master files.

**10. Maintenance of Specimen Signature(s):**

Updating and maintaining the specimen signature(s) of shareholders / Transferee(s) in digitized form.

**11. Maintenance of Shareholders' documents:**

- a) Power of Attorney/s.
- b) Duly executed Indemnity Bond/s.
- c) Succession Certificate/s.
- d) Letters of administration.
- e) Probate of wills.
- f) Death certificates.
- g) Income tax exemption certificates (If applicable).
- h) Memorandum and Articles of Association, Trust deeds, Board Resolutions & Signatures of Authorised signatories etc. for Companies/ Bodies Corporate/ Trusts etc.

**12. Preparation of various Returns and MIS Reports/ Data:**

Data required for the Annual/ Extraordinary General Meeting, preparation of Bank's Annual Report, various returns/intimation filed with stock exchanges under Listing agreement, election of director/s etc and other reports as may be required by the Bank.

**13. Regular Work:**

- a) Providing on weekly basis, Distribution of shareholding, List of Top 50/100/200 shareholders, shareholding pattern detailing therein the shareholdings of Indian Financial Institutions, Insurance Companies, Mutual Funds, Foreign Institutional Investors/ Foreign Portfolio Investors, Statutory Corporations, Bodies Corporate, Non resident Indians, Foundations/ Trusts, Directors, KMPs, and their relatives, Employees and other categories as may be specified.
- b) Providing on weekly basis the Buy, Sell List as per data provided by Depositories.
- c) Liaisoning with the printers appointed by the Bank for pre-printed stationery items e.g. Dividend warrants etc.

- d) Maintain liaison with Postal Authority/dispatch agency selected by the Bank for dispatch of Annual Reports, AGM/EGM Notices, Dividend warrants etc.
- e) Preparation of mailing list of shareholders for dispatch of Annual Reports, for AGM/EGM Notices, Dividend warrants etc.
- f) Generation of EVSN for remote e voting on agenda item/s of AGM/EGM.
- g) Assisting the Bank at Chennai or at a place where its AGM/EGM is conducted for relevant activities such as verification of Shareholders' signature, recording attendance etc.
- h) Processing and maintaining the register of members after the Annual General Meeting.
- i) Providing relevant data/input promptly and within stipulated time frame for submission of intimation to Stock Exchanges in terms of Listing Agreement and other statutory/regulatory bodies as per applicable laws rules and regulations.

**14. Processing of Dividend Payment (Including interim dividend):**

- a) Processing of Dividend controls based on the rate of dividend conveyed by the Bank and submission to the Bank for approval.
- b) On receipt of approval from the Bank, processing and printing the following reports/documents:-
  - (i) Dividend Register
  - (ii) Dividend Warrants
  - (iii) Bulk Register list for dispatch of Dividend Warrants.
  - (iv) Providing relevant data/input to the Bank and the agency selected by the Bank for dispatch of Dividend Warrants and making continuous follow up with the Bank/dispatch agency for timely dispatch of Dividend Warrants to the Shareholders by registered post/ speed post/ ordinary post as required under relevant statutory guidelines/rules/ regulations in this regard and or as per instructions received from the Bank if any.
  - (v) Processing the claims promptly for the dividends becoming due for transfer to the "Investor Education and Protection Fund". It will be the duty and responsibility of the RTA to ensure that no dividend of the shareholders who have lodged claims either with the Bank or withy them are transferred to IEPF. The RTA will make continuous follow up with the Bank for payment of claims before transfer of unclaimed and unpaid dividends to the "Investor Education and Protection Fund" within stipulated timeframe.

## **15. Correspondence:**

- a) Receiving, recording, inwarding and attending correspondence regarding Transfers, Transmissions, Transpositions, Deletion of name, Change of address, consolidation/ sub-division of Share Certificates, Dividend, Dematerialization, Rematerialization, Refund order etc. received from Shareholders/ Bank/Stock Exchanges/ SEBI/Depository Participants/ other bodies promptly.
- b) Correspondence with Shareholders in respect of their holdings.
- c) Clarification/redressal of Shareholders' queries/complaints through post/fax/email /telephone/ personal visits.
- d) Communication and interaction with the Bank whenever required in respect of Shareholders queries/ complaints.
- e) Generation of addresses of Shareholders, City-wise bifurcation etc. for dispatch of Annual Report/Postal Ballot etc. of the Bank to whom Annual Report is to be sent in physical form or for other purposes as and when requested by the Bank.
- f) Prompt generation of such reports as may be required by the Bank.

**16.** In case of Rights/Bonus issue, Bank shall inform "The Registrar and Share Transfer Agent" and other bodies about the Record date/ Book closure and give sufficient time to "The Registrar and Share Transfer Agent" to effect all transfers and to update the record.

**17.** "The RTA" shall perform all work as Share Transfer Agents in connection with the equity shares of the Bank in accordance the provisions of relevant statutes governing the Bank i.e. Indian Bank (Shares and Meetings) Regulations,1999, Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, Banking Regulation Act, 1949, Companies Act, 1956/2013, SEBI (LODR) Regulations, 2015 as amended from time to time and other applicable Laws, Rules and Regulations.

## **18. Green initiative:**

All activities pertaining to Green initiative including Sending Annual Report, ECS intimation and other notices, if any, via e-mail to the eligible shareholders as a part of green Initiatives as notified by MCA. Presently, around 2,30,000 shareholders' e-mails Ids are available in the records.

**19.** Carry out all other activities not mentioned specifically above but prescribed under extant laws in force as may be applicable for RTA work including SEBI (Registrar to an Issue and Share Transfer Agent) Rules and Regulations, 1993, as amended.

**DECLARATION**

**(On the Letter Head and with seal)**

I, \_\_\_\_\_, (Name),  
\_\_\_\_\_, (Designation Viz Director/General  
Manager/Authorised Representative) of \_\_\_\_\_  
\_\_\_\_\_ declare that:

1. We are submitting Bid for the Work "Appointment of Registrar and Transfer Agent (RTA)" against RFP Reference No. \_\_\_\_\_ dated \_\_\_\_\_
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All documents/credentials submitted along with this Bid are genuine, authentic, true and valid.
4. If any information and document submitted is found to be false/ incorrect at any time, the Bank may cancel my Bid and initiate such action against us as it may deem fit, including but not limited to termination of the contract/Agreement, forfeiture of all dues including Earnest Money/Invocation of Bank Guarantee and debarring/Black Listing of our firm, all Directors, Promoter and Authorised signatories of the firm.

Signature of the Bidder

(AUTHORISED SIGNATORY)

Name of the Authorised signatory

**PROFORMA FOR SECURITY / PERFORMANCE BANK GUARANTEE**

To  
Indian Bank  
Corporate Office  
No.254-260, Avvai Shanmugam Salai  
Royapettah, Chennai - 600014

Bank Guarantee No ..... Dated.....

**LETTER OF GUARANTEE**

1. Whereas .....(Name of the Selected bidder Company) a body corporate registered under the Companies Act, 1956/2013 having its Registered Office at .....and Branch Office / Corporate Office at ..... Chennai (hereinafter referred to as the 'Registrar and Share Transfer Agent') and INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Corporate Office at No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600014 (hereinafter called "INDIAN BANK") have entered into an Agreement dated ..... (hereinafter called the said "RTA AGREEMENT") for acting as the Registrar and Share Transfer agents of the INDIAN BANK on the terms and conditions mentioned therein.
2. We,....., (indicate the name of the bank ISSUING THE BANK GUARANTEE) at the request of the Registrar and Share Transfer Agent, do hereby undertake to pay INDIAN BANK to the extent of ₹5,00,000.00 (Rupees five lakh only) against any loss or damage caused to or suffered or would be suffered by the INDIAN BANK, by reason of any breach by the REGISTRAR AND SHARE TRANSFER AGENT of any terms and conditions of the said RTA Agreement and/or in the performance of the said RTA AGREEMENT by the REGISTRAR AND SHARE TRANSFER AGENT.
3. We, ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from INDIAN BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the Registrar and Share Transfer Agent of any of the terms or conditions contained in the said Agreement or by reason of failure of REGISTRAR AND SHARE TRANSFER AGENT to perform the said Agreement. Any such demand made on THE BANK ISSUING THE GUARANTEE shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be



restricted to an amount not exceeding ₹5,00,000.00 (Rupees five lakh only).

4. We undertake to pay to INDIAN BANK any money so demanded notwithstanding any dispute or disputes raised by the REGISTRAR AND SHARE TRANSFER AGENT in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment thereunder and the REGISTRAR AND SHARE TRANSFER AGENT shall have no claim against us for making such payment.
5. We ..... (indicate the name of the bank ISSUING THE BANK GUARANTEE), hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable upto one year after the date of expiry /termination of the RTA Agreement and that if any claim accrues or arises against us, ..... (indicate the name of the bank ISSUING THE BANK GUARANTEE) by virtue of the GUARANTEE before expiry of one year after the date of expiry /termination of the RTA Agreement, the same shall be enforceable against us, ....., Chennai (indicate the name of the bank ISSUING THE BANK GUARANTEE) provided that notice of any such claim has been given by the INDIAN BANK before expiry of one year after the date of expiry /termination of the Agreement. Payments under this LETTER OF GUARANTEE will be made promptly upon our receiving the notice to that effect from the INDIAN BANK on demand and without protest or demur.
6. It is fully understood that this Guarantee shall become effective from the date of the said RTA AGREEMENT and that We,....., (indicate the name of the bank ISSUING THE BANK GUARANTEE) undertake not to revoke this Guarantee during its currency without the prior written consent of the INDIAN BANK.
7. We, ....., (indicate the name of the bank ISSUING THE BANK GUARANTEE) hereby further agree that INDIAN BANK shall have the fullest liberty, without affecting in any manner our obligations herein under, to any of the terms and conditions of the said AGREEMENT or to extend the time of performance of the said AGREEMENT by the REGISTRAR AND TRANSFER AGENT from time to time any of the powers exercisable by INDIAN BANK against the REGISTRAR AND TRANSFER AGENT and to forbear or to enforce any of the terms and conditions relating to the said AGREEMENT and We ..... (indicate the name of the bank ISSUING THE BANK GUARANTEE) Chennai, shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the REGISTRAR AND TRANSFER AGENT or any forbearance and/or omission on the part of INDIAN BANK or by any other matter or thing whatsoever which under



the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the REGISTRAR AND SHARE TRANSFER AGENT.
9. We, ..... [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of INDIAN BANK in writing. Notwithstanding anything contained herein:
  - i) Our liability under this Bank Guarantee shall not exceed ₹5,00,000 (Rupees five lakh only).
  - ii) This Bank Guarantee shall be valid upto ..... and
  - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date of expiry of Guarantee including claim period).

**FOR AND ON BEHALF OF**  
**(Name of the Bank)**

**(Authorised Signatory)**

**Name:**

**Designation:**

**(name of the Bank)**

**Address:**

**Date :-**

**INDEMNITY BOND**

**(To be typed on non-judicial Stamp Paper of ₹100/- (For the state of Tamil Nadu) and attested by Notary Public Magistrate)\***

The indemnity bond made on the \_\_\_\_\_ day of \_\_\_\_\_ 2021 by \_\_\_\_\_ (Name of the Selected bidder Company) a body corporate registered under the Companies Act, 1956/2013 having its Registered Office at .....and Branch Office/Corporate Office at .....Chennai (hereinafter referred to as the 'Registrar and Share Transfer Agent') in favour of INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600014 (hereinafter called "INDIAN BANK").

Whereas \_\_\_\_\_ (Name of the Selected bidder Company) entered into an Agreement dated \_\_\_\_\_ with INDIAN BANK (hereinafter called the said "RTA AGREEMENT") for acting as the Registrar and Share Transfer agent of the INDIAN BANK on the terms and conditions mentioned therein for a period of three years. However, the Agreement is renewable with the mutual consent on year to year basis.

Now, therefore this indemnity bond witnesses as follows:

That in performance of the assignment as per the RTA Agreement, the Registrar and Share Transfer Agent shall exercise reasonable skill, care and diligence and keep INDIAN BANK indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the Registrar and share transfer agent or its staff, agents or sub-contractors in relation to the performance or otherwise of the services under the Agreement.

IN WITNESS WHEREOF this Deed has been executed at \_\_\_\_\_ by the aforesaid Registrar and Share Transfer Agent through its Authorized Representative, in the presence of witnesses.

Witness:

1.  
(signature, name and address)
2.  
(signature, name and address)

(Authorised Signatory)  
Name of the Authorised signatory  
Address and seal of the Registrar & Share Transfer Agents

\*To be furnished by selected RTA only.

**DRAFT AGREEMENT BETWEEN THE BANK AND REGISTRAR & SHARE  
TRANSFER AGENT (RTA)**

**THIS AGREEMENT MADE ON THIS ..... DAY OF ....., 2021 AT  
CHENNAI**

BETWEEN

....., a Company within the meaning of the Companies Act, 1956/2013 and having its Registered Office at ..... and Branch Office at ....., Chennai (hereinafter referred to as “The Registrar and Share Transfer Agent”).

A N D

INDIAN BANK, a Body Corporate constituted under the Provisions of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600014 (hereinafter referred to as “The Bank”).

WHEREAS

- A) The Bank is a statutory corporation having issued Equity shares to the public and has approx. .... shareholders (folios) at present. The Bank has to render services relating to transfer, transmission, issue of duplicate shares dematerialization rematerialization etc., and providing electronic voting facility to shareholders in the General Meeting and redressal of grievances of the equity shareholders of the Bank in accordance with the provisions of Indian Bank (Shares and Meetings) Regulations, 1999, Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, Banking Regulation Act, 1949, Companies Act, 2013, Listing Agreement as amended from time to time and other applicable Laws, Rules and Regulations.
- B) “The Registrar and Share Transfer Agent” is a public/private Limited company and is a recognized SEBI Registered Share Transfer Agent having Registration No..... and is acting as Registrar and Share Transfer Agent of various Companies, since .....
- C) In terms of Rule 4 (1) (b) of the SEBI (Registrar to an Issue and Share Transfer Agent ) Rules, 1993 , “The Transfer Agent” is required to enter into a valid agreement with the body corporate on whose behalf The Registrar and Share Transfer Agent has to act as Registrar and Share Transfer Agent and in pursuance of the same “The Registrar and Share Transfer Agent” and the Bank have entered into an agreement being these presents.

**NOW THEREFORE, THE BANK AND “THE REGISTRAR AND SHARE TRANSFER AGENT” DO HEREBY AGREE AS FOLLOWS:**

- 01) The competent authority of the Bank has approved for appointment of .....as Registrar and Share Transfer Agent for a period of.....years effective from the date of execution of this Agreement upon the terms and conditions contained herein and .....(“The Registrar and Share Transfer Agent”) accepts such appointment. However, the Bank reserves the right to terminate this Agreement by giving a reasonable notice.
- 02) The Agreement is renewable on year to year basis with the mutual consent of parties.
- 03) “The Registrar and Share Transfer Agent” hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.
- 04) “The Registrar and Share Transfer Agent” hereby undertakes to collect every detail/data/records from the existing RTA including of the claims/suit filed accounts and also ensure to defend all cases to protect Bank’s interest. Any liability arising out of any court order/order of tribunal/consumer forum against the Bank for defective services/any failure in not collecting the records/data leading to any fiduciary liability either for the Bank or for them shall be borne by “The Registrar and Share Transfer Agent” only and “The Registrar and Share Transfer Agent” shall not make any claims against the Bank for any liability arising out of such failure or it should not be construed as non payment of fees by the Bank.
- 05) Based on the records/ data / reports/documents “The Registrar and Share Transfer Agent” will continue to be responsible as Transfer Agent of the Bank and for preservation of such documents and records in their custody.
- 06) “The Registrar and Share Transfer Agent” hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as required to be provided under the relevant statutes and as are mentioned herein.
- 07) “The Registrar and Share Transfer Agent” confirms and declares that:
  - a) The Securities and Exchange Board of India (SEBI) has granted them Certificate of Registration as “Registrar to an Issue and Share Transfer Agent (RTA)” with registration code ..... and the Certificate of Registration is valid upto..... It shall also ensure that the Certificate of Registration shall remains valid by taking prompt steps for its renewal.
  - b) It has not violated any of the conditions subject to which Registration has been granted and that no disciplinary or other

proceedings have been commenced by SEBI and that it is not debarred/suspended from carrying on its activities.

- c) It shall perform its duties with highest standard of integrity and fairness and shall act in an ethical manner in all its dealings with clients, investors etc. and that it will not take up any activity, which is likely to be in conflict with its own interest, interest of the Bank, image and reputation of the Bank and investors and/or contrary to the directions issued by SEBI.
  - d) It shall carry out its duties/responsibilities and complete all the formalities within the specified time limits as per the relevant Statutes, SEBI Guidelines and Stock Exchange regulations.
  - e) In case of change in status/constitution and/or management, it will obtain permission from SEBI.
- 08) The Bank hereby confirms that it has satisfied itself about the capability, including the infrastructure, especially the computer hardware and requisite software i.e. Share accounting packages of The Registrar and Share Transfer Agent to handle the assignment.
  - 09) The Bank hereby declares that it has complied with or agrees to comply with all statutory formalities under the Indian Bank (Shares and Meetings) Regulations, 1999, Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, Banking Regulation Act, 1949, Companies Act, 2013, Listing Agreement as amended from time to time and other applicable Laws, Rules and Regulations pertaining to Share Transfer activities.
  - 10) The Bank and “The Registrar and Share Transfer Agent” agree to execute tripartite agreements with National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) respectively, in respect of the Bank’s Equity Shares which are held in dematerialized form as “Eligible Securities” in the depository system of NSDL and CDSL and agree to abide by the terms and conditions contained in the proposed tripartite agreements.
  - 11) “The Registrar and Share Transfer Agent” shall duly process all the requests for dematerialization (received in DRF signed by the shareholders and forwarded by Depository Participants) in accordance/compliance with the Statutory/Regulatory provisions and Tripartite Agreements with the two depositories.
  - 12) The Bank and “The Registrar and Share Transfer Agent” agree to their functions, duties and obligations in respect of each activity relevant to the Share Transfer as specified in the Scope of work (Schedule I) hereto. However, the following activities shall form part of The Registrar and Share Transfer Agents functions and responsibility during the currency of this agreement.
    - (i) Receipt of request for Transfer, Transmission, Transposition, Deletion of name, sub-division, consolidation, change in

address,/Bank Details, issue of duplicate certificates in lieu of misplaced/lost, mutilated certificates.

- ii) Processing of requests for Transfer, Transmission, Transposition, Deletion of name, sub-division, consolidation, change in address,/Bank Details, issue of duplicate certificates in lieu of misplaced/lost, mutilated certificates, Dematerialization, Rematerialization and other correspondence received in connection with Share Transfer activities.
  - iii) After verification of Transfer Deeds, preparation of Transfer Proposals for Approval of the Share Transfer Committee of the Bank, Endorsement on the certificates.
  - iv) Dispatch of transferred share certificates to the transferees within the mandatory period as laid down in the Companies Act/Listing Agreement.
  - v) To process and resolve all the complaints received from shareholders/Stock Exchanges/SEBI etc. pertaining to activities relevant to “The Registrar and Share Transfer Agent” function as the Bank’s Share Transfer Agent.
  - vi) Ensuring timely submission of Action Taken Report (ATR) in SEBI SCORES and/or providing relevant data/input to the Bank for filing ATR by the Bank in SEBI SCORES.
  - vii) Processing, preparation and uploading/downloading of data related to e-voting/remote e-voting (creation of EVSN etc.) to be provided by the Bank in the General Meeting, in compliance of the Listing Agreement/Listing Regulations and other applicable laws, rules and regulation.
- 13) The Bank and “The Registrar and Share Transfer Agent” agrees that the fees and charges payable to “The Registrar and Share Transfer Agent” shall be as specified in Schedule of Charges and Schedule of Payments (Schedule II and Schedule III respectively) attached herewith.
- 14) The Bank and “The Registrar and Share Transfer Agent” shall observe, perform and comply with all the terms and provisions contained in Schedule IV attached herewith, which shall form an integral part of this Agreement.
- 15) “The Registrar and Share Transfer Agent” should adhere to the “Service Standard for Investor Services” as specified in Schedule V attached herewith.

**16) Penalty Clause:**

In the case of non-adherence to the Service Standards referred as herein above, “The Registrar and Share Transfer Agent” shall be





liable for payment of such penalty amount as may be levied and considered reasonable by the Bank.

IN WITNESS WHEREOF the parties hereunto have set their hands on the day and year hereinabove written.

SIGNATURE OF BANK  
For **INDIAN BANK**

SIGNATURE OF TRANSFER AGENT  
For .....

(.....)

(.....)

Witnesses:

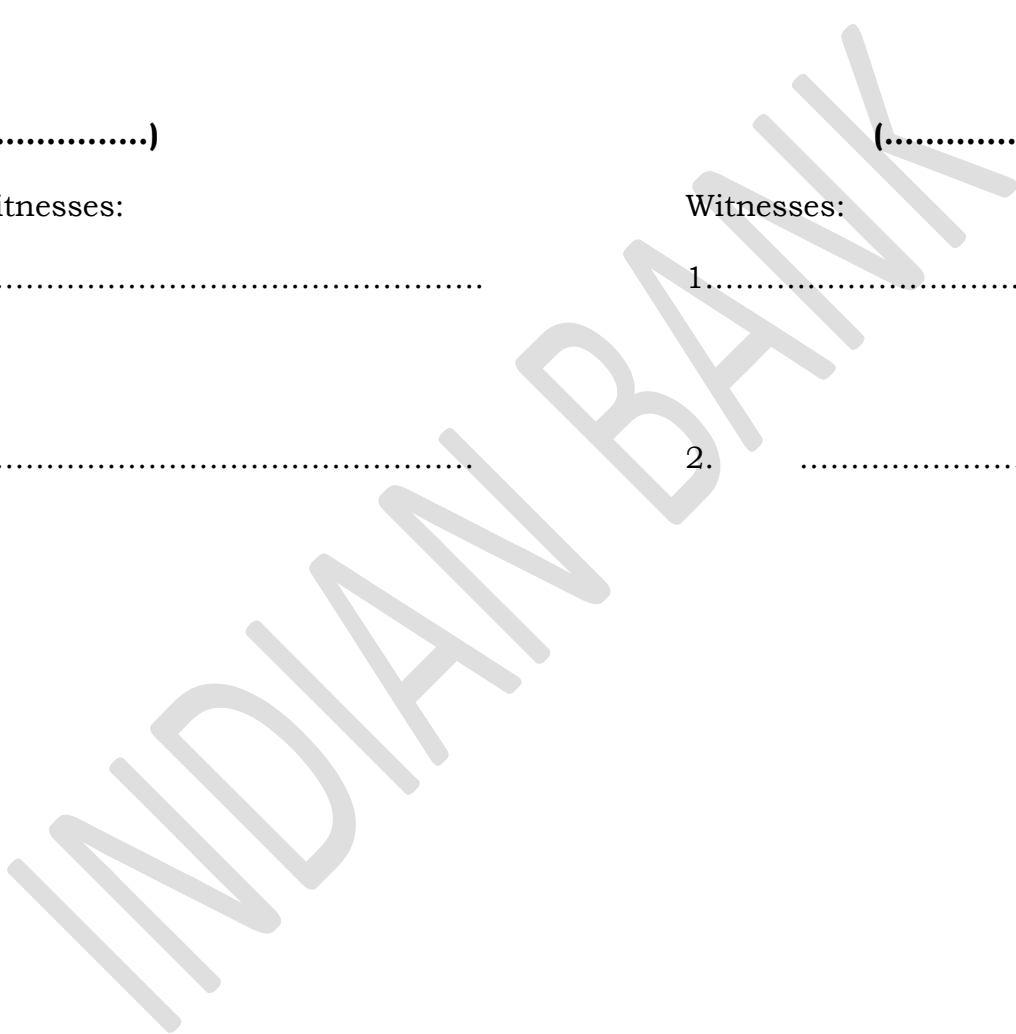
Witnesses:

1.....

1.....

2.....

2. ....



**SCHEDULE – I**

**SCOPE OF WORK**

As mentioned in **Annexure - 4**

INDIAN BANK

**SCHEDULE - II**

**SCHEDULE OF FEES**

Sl. No.	Particulars	Rate Amount in ₹
1	Folio Maintenance (per folio/ per annum) (No. of Folios as on 31.01.2021: 3,36,000 (Approx.) of which 43000 (Approx.) are physical)	
2	Dividend processing, over printing of particulars on dividend instruments (per physical dividend warrant)	
3	Maintenance of communication link with two depositories (NSDL & CDSL) (Connectivity Charges). Per depository / per annum	
4.	Printing of address label for despatch of Annual Report / any other communication (per folio)	
5	Activity relating to green Initiatives including sending ECS intimation, Annual Reports and any other notices via E-mail (per mail)	
6.	Web based services (per annum)	
7	Charges for keeping old record – including IPO/FPO documents of Indian Bank / erstwhile Allahabad Bank (per annum).	
8.	Assisting the Bank for conduct of AGM / EGM including recording Proxies, taking attendance of the shareholders, preparation of voting results including electronic voting and other related work (including deputing the personnel and arranging the required infrastructure), e-voting, poll and other activities – (per meeting).	
9.	Details of other charges, if any, not specifically mentioned above.	
10.	Travelling expenses including local conveyance	To be borne by RTA

**Out of pocket expenses:**

1. Envelopes, Stationery, Postages, Binding charges, etc., will be charged at actuals. Supporting bills will be provided.
2. All computer pre-printed stationery and envelopes, etc., shall be supplied by the Bank. However, if it is arranged by the RTA at the request of the Bank, the same will be at actuals basis. All continuous stationery, floppies / tapes used for the Share Transfer work will be charged at actuals.

**SCHEDULE - III**

**SCHEDULE OF PAYMENTS / SECURITY DEPOSIT**

1. "The Registrar and Share Transfer Agent" will submit monthly bills for Folio maintenance after end of the Month based on the number of Folios on the last day of the month. For instance, Folio maintenance charges for the month of ..... will be based on number of folios as on .....
2. All actual expenses pertaining to R&T services with proper supporting bills in respect of Bank will be paid on monthly basis.
3. All bills shall be payable within 30 days of its presentation.
4. In case there is any bulk mailing to be undertaken, "The Registrar and Share Transfer Agent" will convey the estimated charges two weeks in advance. Bank is free to arrange for such mailings through its own mailers if required.

Whenever any amount is paid in advance by the Bank, proper bills/ vouchers/ proof (as regards to the expenses incurred) should be produced for verification to the Bank within 15 days from the date of making advance payment failing which the amount shall be refunded by "The Registrar and Share Transfer Agent" to the Bank.

5. "The Registrar and Share Transfer Agent" will deposit a Bank Guarantee amounting to ₹5,00,000/- (Rupees five lakh only) as per **Annexure 6** within 30 days of entering into this agreement. The same can be appropriated by the Bank against levying any penalty etc. as deemed fit by the Bank and balance would be refunded to "The Registrar and Share Transfer Agent" within 7 days of termination of the contract.
6. Invoices for connectivity charges will be raised by ..... at the beginning of the year and to be settled within 15 days.

**SCHEDULE IV**

**TERMS AND CONDITIONS**

1. The appointment of “The Registrar and Share Transfer Agent” as Share Transfer Agent under this agreement is for a period of 03 years with effect from execution of entering into agreement with the Bank and shall remain in force upto..... unless terminated under provisions contained in the agreement.
2. Notwithstanding with the provision of clause 1, this agreement can be terminated at any time by either party by giving three months prior notice to the other. The notice period will commence from the date of receipt of the notice by “The Registrar and Share Transfer Agent”/ the Bank (as contained in clause 36 herein below)
3. Upon the expiry of earlier termination or determination of this agreement, “The Registrar and Share Transfer Agent” shall forthwith at the request of the Bank or as directed by the Bank, return all papers, documents and other records including computer programmes, related documentation, master and transaction data files in machine readable formats, articles and effects whatsoever of the Bank without retaining any of them or making any copies thereof or extract there from and “The Registrar and Share Transfer Agent” shall co-operate with the Bank for transfer of all the data, records and other documents etc. as mentioned above to the Bank or any agent of the Bank as requested by the Bank.
4. “The Registrar and Share Transfer Agent” will handle the Share Transfer Work from its Office at ....., Chennai which has been declared to SEBI and approved by it for carrying on its activities. The address of its office shall be printed in all relevant stationery.
5. All the input materials that are to be supplied by the Bank/agreed to be supplied by the Bank, will be delivered by the Bank, at its cost, at the office of The Registrar and Share Transfer Agent located at Chennai as stated above in clause 4 and all finished tabulations, statement, unused stationery bearing the name and the letterhead of the Bank and all original documents supplied by the Bank to “The Transfer Agent” are to be delivered by “The Transfer Agent” at Bank’s cost to such address as may be specified.
6. The Bank agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by Stock Exchanges.
7. A. The Registrar and Share Transfer Agent's responsibility under this agreement will be restricted to the duties of The Registrar and Share Transfer Agent as agreed to herein and as specified in SEBI Regulations and The Registrar and Share Transfer Agent will not be in any way construed to be an agent of the Bank in its other business in any manner whatsoever.

- B. "The Registrar and Share Transfer Agent" shall solely be responsible for all wages and payments (Including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank nor seek to be treated as employees of the Bank for any purpose whatsoever. "The Registrar and Share Transfer Agent" shall also be liable to make all payments to its employees including salary and other allowances or for any kind of income, taxes and benefits. "The Registrar and Share Transfer Agent" alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of service and "The Registrar and Share Transfer Agent" will make all required payments and deposits of taxes in a timely manner. "The Registrar and Share Transfer Agent" also represents that it has taken all necessary permissions/ registrations under the laws in force including the Contract labour regulation Act for employing the personnel and further undertake to make all statutory payments to competent authorities required to be made in connection with its employees.
- C. The Bank shall have no liability whatsoever for any injury to "The Registrar and Share Transfer Agent's" employees, agents or representatives suffered while on duty or in the Bank premises or anywhere else and including, without limitation of liability or any damages suffered which results from the malfunction of any equipment belonging to the Bank.
8. "The Registrar and Share Transfer Agent" shall perform the duties assigned to them in terms of this agreement with utmost care and efficiency. "The Registrar and Share Transfer Agent" shall make sure that adequate controls are in place to ensure accuracy of the reports furnished by them.
9. "The Registrar and Share Transfer Agent" shall not, during the term of this agreement or thereafter, either directly, or indirectly, for any reason whatsoever, divulge, disclose or make public any information whatsoever, which may come to their knowledge during or as a result of their appointment as Transfer Agent of the Bank and whether concerning the business, property, contracts, methods, transactions, dealings, affairs or shareholders of the Bank otherwise, save in accordance with the performance of their duties hereunder or as required by Law.
10. Bank is primarily as principal responsible for the share transfer work assigned to "The Registrar and Share Transfer Agent". "The Registrar and Share Transfer Agent" shall execute the work efficiently and with due diligence and care. "The Registrar and Share Transfer Agent" agrees and undertakes to indemnify the Bank and its successors from and against all suits, claims, actions and demands which may be made or commenced against the Bank by any holder of the securities issued or by deficiency on the part of "The Registrar and Share Transfer Agent" in performing or fulfilling or providing any or the functions, duties,



obligations and services hereunder. Notwithstanding anything contrary in this agreement if the Bank finds that any loss has occurred or is likely to occur due to negligence and/or malafide and/or breach of any of the terms of this agreement on the part of “The Registrar and Share Transfer Agent”, “The Registrar and Share Transfer Agent” shall be responsible and liable there under.

11. “The Registrar and Share Transfer Agent” undertakes to issue certificates on monthly basis in writing to the Bank that they have duly and properly carried out the work as provided under these presents or any other work subsequently entrusted to them and there is no default whatsoever.
12. “The Registrar and Share Transfer Agent” and the Bank agree that in case of non- compliance of any of the covenants contained in these presents, a report shall be made to SEBI within 15 days.
13. Any notice, communication or documents may be given by personal delivery, registered post, e-Mail or by Fax. The service of notice, communication or document shall be deemed to have been served upon the party to whom it is given, if given by personal delivery when so delivered, if given by the post on expiration of three days, after the notice etc, have been delivered to the post office, for onward dispatch, if given by fax or telex upon transmission thereof unless returned. Provided that any notice etc., given by Telex or Fax, shall be confirmed in writing by sending a duly signed hard copy by the sender in writing to the addressee.
14. Any communication received by “The Registrar and Share Transfer Agent” from CBI / Income tax authorities or any statutory body which requires investigation regarding holding, etc., will be advised to the Bank and all relevant information will be given by “ The Registrar and Share Transfer Agent” to the Bank, who in turn will reply to the said authorities.
15. “The Registrar and Share Transfer Agent” shall redress complaints of the investors within 21 days of receipt of the complaint during the currency of the agreement. This, however, shall not exempt “The Registrar and Share Transfer Agent” from redressing the complaint of the Investors within the period it is required to maintain the records under the SEBI (Registrars to an Issue and Share Transfer Agent.) Regulations, 1993 and the Bank shall do all such things and extend necessary co operation to “The Registrar and Share Transfer Agent” to comply with this Regulation.
16. “The Registrar and Share Transfer Agent” shall, if so requested by the Bank, undertake to issue to the share holders of the Bank, Circulars for Right Issue, Rights Offer, Bonus Share Issue, if any, of the Bank, carry out any other work and assist in handling General Meetings.
17. “The Registrar and Share Transfer Agent” shall ensure that adequate contingency plan is in place and shall maintain suitable data back up for the activities carried out by them, to the satisfaction of bank, to

ensure the continuity of operations as Share Transfer Agent of the Bank.

18. The Registrar and Share Transfer Agent shall take suitable insurance cover as stipulated below:
  - I. Fidelity Guarantee Policy covering employees directly/indirectly employed in handling the bank's work,
  - II. Special Contingency Policy covering fire, lightning, explosion, riot, dacoity, strike, terrorism, storm, floods, earthquake etc.; and theft (both physical and electronic form), burglary, robbery, misappropriation, transit risks, etc.
19. The Bank will provide all required stationery items, envelopes and postage expenses well in advance to enable "The Registrar and Share Transfer Agent" to process all transfers, transposition, transmission and other transfer related activities.
20. The Bank will bear expenses for legal advice/action, which may have to be taken for no lapse on the part of "The Registrar and Share Transfer Agent". However the "The Registrar and Share Transfer Agent" will have to obtain prior permission/approval of Bank before taking such advice / action.

In case the suit /complaint has been filed due to the negligence on the part of "The Registrar and Share Transfer Agent" wherein the Bank is also made as a party or it is filed against the Bank/" The Registrar and Share Transfer Agent" individually, " The Registrar and Share Transfer Agent" shall bear all cost and expenses.

"The Registrar and Share Transfer Agent" shall get the court/consumer forum cases followed up / scrutinized / examined by the competent officers with legal background to protect the interest of the Bank.

"The Registrar and Share Transfer Agent" shall effectively defend the suits/ complaints wherever they are parties by engaging lawyer.

"The Registrar and Share Transfer Agent" on receipt of Court orders in Court / Consumer forum cases shall furnish the Bank their opinion as well as the necessary details /data/ documents for effectively defending the suits/complaints.

"The Registrar and Share Transfer Agent" agrees to take over all the court/ consumer forum cases, if any, pending against the Bank's previous Registrar & Share Transfer Agent in respect of the Bank and also agrees to take steps to effectively defend the aforesaid cases in the Court / Consumer Forum (By engaging lawyer).

The Bank will reimburse all the relevant expenditure incurred in this regard in all cases not arising due to lapses/negligence on the part of the Bank.

21. “The Registrar and Share Transfer Agent” shall maintain following documents and records pertaining to the register of shareholders and transfer activates:

- a) Check-list, inward register, transfer register, buyer/sellers register with net effect as on date of approval of transfer proposals, transfer deeds, specimen signature cards/signature captured on signature scanner, dispatch register / postal journal, objection memos, mandates, Power of Attorney / Board Resolution, RBI / SEBI approval in case of non-residents (FIIs / OCBs / NRIs), where necessary, Jumbo Transfer Deeds in case of bulk transfers, Register of Members, Annual Returns/Return of Allotment, Dividend Register.
- b) Correspondence with the Bank, investors, SEBI, Stock Exchanges and other statutes and other relevant documents pertaining to transfer activities within the prescribed time.
- c) Whenever maintenance of hard copies of any of the above documents is cumbersome or space consuming, the data may be stored by The Registrar and Share Transfer Agent in their computer system and / or in magnetic/ optical / magneto optical media by way of diskettes, floppies, cartridges or otherwise with prior permission from the Bank; this is so particularly in respect of data pertaining to shareholders and related transfer activities. The Registrar and Share Transfer Agent shall furnish hard copies of any of the data or floppies / diskettes / cartridges containing the above data whenever asked for by the Bank and also to Govt. Of India, RBI, SEBI as and when required.
- d) Records shall be maintained for a minimum period of 8 years or for the period as may be advised by the Bank and the same should be made available for inspection as and when decided by statutes including SEBI.
- e) “The Registrar and Share Transfer Agent” shall preserve all documents / registers / papers, in respect of which claims are made, disputed are raised or complaints / complaint are filed or which involved in litigation, till such time the claim, complain or plaint or the dispute or the litigation is finally disposed off or settled.
- f) Records pertaining to Investor Complaints, Board Resolution passed by the Bank authorising “The Registrar and Share Transfer Agent” to endorse the Certificates.
- g) Magnetic media containing all the data pertaining to Shareholders and related transfer activities.
- h) The Registrar and Share Transfer Agent” agrees to comply with the provisions of Information Technology Act, 2000 in so far as the provisions relate to their acting as Registrars & Transfer Agent of the Bank.
- i) “The Registrar and Share Transfer Agent” shall build up all the existing data in their systems and shall enable the Bank to view the existing data through its web based services within 30 days. Bank will not reimburse any expenses incurred in taking over all the records from our existing registrars and transfer agents and for building up the data in the RTA system.

- j) "The Registrar and Share Transfer Agent" shall provide Live Folio Maintenance and Maintenance of a Web Based services - A dedicated website for online information.
22. "The Registrar and Share Transfer Agent" shall, at a place in Chennai, store all the papers, documents and other records of the Bank, and upon receipt of a reasonable notice from the Bank, allow the authorised officers of the Bank, at all reasonable times, to have access to such papers, documents and records for any purpose including inspecting the same.
23. For the purpose of effectively carrying out the objects and purposes of this Agreement, "The Registrar and Share Transfer Agent" shall permit duly authorised officers of the Bank / Agencies or firms specially authorised by the Bank to have access, upon reasonable written notice at all reasonable times, to all relevant papers, documents records, and writings in the custody, possession or control of "The Registrar and Share Transfer Agent". "The Registrar and Share Transfer Agent" shall not divulge to other clients, press or any other party any confidential information about the Bank, which may have come to their knowledge.
24. "The Registrar and Share Transfer Agent" hereby agrees to allow Reserve Bank of India or persons authorised by it to access the Bank's documents, records of transactions and other necessary information given to, store or processed by "The Registrar and Share Transfer Agent" within a reasonable time so also to recognize the right of the Reserve Bank of India to cause an inspection to be made of "The Registrar and Share Transfer Agent" and its books and account by one or more of its officers or employees or other persons as and when mandated by the Bank.
25. At any time during the continuance of this Agreement, "The Registrar and Share Transfer Agent" may call upon the Bank to remove, at its cost, such of the papers, documents and other records of the Bank, which the parties hereto mutually consider are not required to be continuously kept with The Registrar and Share Transfer Agent and the Bank shall within a reasonable time after receipt of such request, remove such papers, documents and records. "The Registrar and Share Transfer Agent" shall maintain proper records of the stationary, security forms etc. Entrusted to them by the bank, as well as expenditure incurred by them on behalf of the Bank and make these records available for verification as and when required by the Bank. The Bank reserves the right to remove any or all records pertaining to the Bank at any stage.
26. The Bank and "The Registrar and Share Transfer Agent" agree that the fees and charges payable to "The Registrar and Share Transfer Agent" shall be as specified in the Schedule of Fees and Schedule or Payments (Schedule II and III respectively) herein above written.
27. Clarification, if any, needed by the Bank regarding any specific bill will have to be communicated in writing to "The Registrar and Share Transfer Agent" within fifteen days of the presentation of the bill. It will

be assumed that the bill has been accepted in its form, in case there is no such written communication to “The Registrar and Share Transfer Agent”.

28. All / any tax, duties or levies that is / may be imposed and / or collected by State, Central or Local Government bodies / Authorities, (in connection with the work done by “The Registrar and Share Transfer Agent” as Share Transfer Agents), including the interest will be borne / payable by the bank.
29. **Review of Charges:** On completion of the tenure of this agreement or in case there is any additional work or any other activity not covered under the Scope of Work enumerated earlier or in the event of any increase in the Scope of Work as a result of additional requirement by SEBI. Stock Exchange / Other relevant authorities, the fees and charges specified in Schedule II herein above shall be revised as mutually agreed upon between the parties in writing.
30. **Right to Vary / Modify Amend the Terms of this Agreement:** For the purpose, it is agreed between the Bank and “The Registrar and Share Transfer Agent” that they shall have the right to vary / modify / amend the terms of this agreements, on mutually agreeable terms, without, in any way, affecting the basic structure of the agreement.
31. This Agreement encompasses all procedures, scope of work and reports/ instruments as “total work”. Deletion of a particular item at the Bank’s instance shall not attract any reduction in charges.
32. The Bank will not make request or give instructions to “The Registrar and Share Transfer Agent” of nature, which would cause a violation of Company Law, SEBI, Terms of Prospectus, Listing conditions or any other laws in force governing the Issue / Transfer of these Shares / Securities and prejudice the rights and the role of “The Registrar and Share Transfer Agent.” Therein.
33. In case of any dispute, the matter shall be referred to arbitration. On request being made, the Bank would appoint one arbitrator and the decision of the arbitrator shall be binding on both the parties. The Arbitrator can be an Advocate, a Chartered Accountant, a Company Secretary, a retired Judge, representative of SEBI or Stock Exchange.
34. This agreement and all / or any disputes and differences arising between the parties hereto shall be subject to the exclusive jurisdiction of Courts of Competent jurisdiction at Chennai.
35. Should there be any major change in the scope of work from what is indicated above or in the event of complete collapse or dislocation of business in the financial market of India due to war, insurrection or any other serious sustained political or industrial disturbance or in the event of force majeure, “The Registrar and Share Transfer Agent” shall have option to withdraw its appointment or re-negotiate the contract by giving 6 months’ notice. However, “The Registrar and Share Transfer Agent” shall be liable for the activities done till termination of the contract.

36. Any Notice or other communications required to be given or served by either party hereto on the other in respect of this Agreement or in connection with the services to be rendered by “The Registrar and Share Transfer Agent”, shall be given in writing to the other and shall be deemed to have been dully serve, if personally left or delivered to or sent by pre –paid registered mail at the following address: -

BANK: Indian Bank  
No.254-260, Avvai Shanmugam Salai  
Royapettah, Chennai - 600014

TRANSFER AGENT:

-----  
-----  
-----  
-----

INDIAN BANK



**SCHEDULE V**

**SERVICE STANDARDS FOR INVESTOR SERVICES**

Change of address	7 days
Change of Bank details	7 days
Change of Bank Mandate	7 days
ECS recording	7 days
Nomination recording	7 days
POA registration	7 days
Status change	7 days
Change of Name	7 days after receipt of completed documents
Demat of shares	21 days after receipt of completed documents
Remat of shares	15 days after receipt of completed documents
Transmission of shares	30 days after receipt of completed documents
Transportation of shares	30 days after receipt of completed documents
Issue of Duplicate share certificates	45 days after receipt of completed documents
Non-receipt of shares after transmission	Interim reply within 4 days
Consolidation of certificates	15 days after receipt of completed documents
Splitting of certificates	15 days after receipt of completed documents
Non receipt of dividend	Interim reply within 4 days
Issue of duplicate dividend warrants	15 days after receipt of completed documents
Revalidation of dividend warrant	7 days
Non receipt of Annual Report	4 days