



RFP Document

Request for proposal (RFP) for Selection of Registrar and Transfer Agent (RTA) for NABARD

RFP Reference No: NABARD/FD/RTA/2025-26/01
Dated: 12th August 2025

**Issued by
National Bank for Agriculture & Rural
Development
Head Office,
Finance Department
Plot No.C-24, “G” Block,
Bandra Kurla Complex,
Bandra (East)
Mumbai 400051**

Schedule of Events

Sr. No.	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email, and office address for sending any kind of correspondence regarding this RFP)	Chief General Manager, Finance Department, NABARD, Head Office, 2nd Floor, D wing, G block, Plot C-24, Bandra-Kurla Complex, Bandra (East) Mumbai 400051. Email: nborrowings.fd@nabard.org No. 022-26539844 (09.00AM to 5.00PM)
2	Bid Document Availability including changes/amendments if any to be issued	RFP may be downloaded from Bank's website https://www.nabard.org/ Tender/notices from 12 August 2025 to 04 September 2025
3	Last date for requesting clarification	Upto 04.00 PM (time) on 22 August 2025 All communications regarding points/queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 03.00 PM (time) to 4.30 PM (time) on 26 August 2025 at NABARD, Head Office, Bandra Kurla Complex, Bandra (East), Mumbai, 400051 or through online meeting.
5	Clarifications to queries raised at pre- bid meeting will be provided by the Bank.	29 August 2025
6	Last date and time for Bid (RFP) submission	Upto 06.00PM (time) on 11 September 2025
7	Date and Time of opening of Technical Bids	02.30 PM on 16 September 2025 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the bidder(s) or their authorized representatives
8	Date of Presentation	The bidders whose Technical Proposal found to be responsive shall be advised separately through email (as mentioned in their bid documents), The bidder shall remain prepared for a presentation as per the timelines prescribed.

Sr. No.	Particulars	Remarks
9	Opening of Price/ Commercial Bids	<p>Opening of Online Sealed Bid Date & Time:</p> <p>Exact date and time will be communicated to successful technical bidders in due course.</p> <p>Commercial/ Price bid of technically qualified bidders only will be opened on scheduled date.</p>
10	Earnest Money Deposit	<p>₹ 40,000/- Amount should be deposited in A/c No: NABADMN07 IFSC: NBRD00000002 Account Name: National Bank for Agriculture and Rural Development</p> <p>EMD shall remain valid for a period of 45 days beyond the final bid validity period. Bidder should deposit EMD as mentioned above.</p> <p>This amount of ₹ 40,000/- will be with Bank for a period of 45 days beyond the final bid validity period.</p> <p>However, in case of non-successful bidder, the same will be returned without any interest.</p> <p>Further, successful bidder will have to give Personal Bank Guarantee of 2% of the accepted value of the tender Please note that concessions as per MSMED Act will be extended to eligible MSE RTAs. Thus, bidders registered as MSE are exempt from paying EMD.</p>
11	Bank Guarantee (BG)	Performance Security amounting 2% of the accepted value of the tender in form of Bank Guarantee (BG) which shall be for a period of contract plus 60 days.
12	Visit to RTA Office	After opening of technical bid, NABARD Officials may visit bidder's Office for the purpose of verification of information submitted in the technical bid.

Summary of Important Dates

Last date of receipt of queries to be clarified in Pre-Bid meeting	22 August 2025 (4.00 pm)
Date of Pre-Bid Meeting	26 August 2025 (3.00 pm to 4.30 pm)
Release of Pre-bid clarifications	29 August 2025
Last Date of Submission of RFP	06.00 pm on 11 September 2025
Date of opening of Technical Bid	02.30 pm on 16 September 2025
Date of Presentation	Date and time will be informed separately
Date of Opening of Financial Bid	Date and time will be communicated to successful bidders in 'Technical Bid' in due course.

The dates mentioned above are subject to change and the Bidder acknowledges that he/she cannot hold NABARD responsible for any revision in these dates. Bidders/ respondents who wish to present for pre-bid meeting or bid opening must possess a valid authorization letter from the bidding entity.

This is also to be noted that successful bidder is required to accept the order within 03 working days from the date of order placement.

NABARD has right to cancel the order and forfeit the EMD, if the same is not accepted within a period of 03 working days from the date of order.

DISCLAIMAR

This Request for proposal (RFP) is not an offer by NABARD, but an invitation to receive response from SEBI registered/ empanelled bidders for engagement of RTA. The contents and information provided in this Request for Proposal (RFP) are meant to provide general information that may be useful to the SEBI Registered/ empanelled consultants in formulation of their proposal pursuant to this RFP. The selected bidder will be required to execute an agreement with NABARD that will govern the rights, duties and obligations between NABARD and the successful bidder. Accordingly, no contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the selected bidder.

The information contained in this RFP document, or any information provided subsequently to the bidder(s) whether verbally or in documentary form, by or on behalf of the Bank, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

NABARD reserves the right of discretion, but without being under any obligation to do so, update, amend, supplement, change, modify, add to, or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the NABARD's Website www.nabard.org and government portal www.eprocure.gov.in it will become part and parcel of this RFP.

The information contained in this RFP document is selective and is subject to updating, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder requires. The information provided by the Bidders in response to this RFP document will become the property of NABARD and will not be returned. NABARD reserves the right to amend or reissue this RFP document and all amendments will be advised to the Bidders and such amendments will be binding on them.

NABARD also reserves its right to accept or reject any or all the proposals received in response to this RFP Document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive, and binding to all the bidders. The Bank will not be obliged to meet and have discussions with any bidder and / or to entertain any representations in this regard.

The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Bank reserves the right to re-tender.

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
HEAD OFFICE, MUMBAI**

Ref No. NB/ FD/ RTA/72291/ 2025-26

12 August 2025

Notice Inviting Tender

Name of the Work: **Request for Proposal for selection of ‘Registrar and Transfer Agent’ (an important market intermediary)**

1. NABARD invites RFP through online mode under QCBS (Quality cum Cost Based Selection) method in two bid System from the SEBI registered / empaneled RTAs (Registrar and Transfer Agents) for the captioned work.
2. The RFP document is available on NABARD website www.nabard.org and CPP Portal for download. No physical copy shall be provided by NABARD and submitted to NABARD.
3. The interested SEBI registered / empaneled consultants can upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their Technical Bid (Section-I) & Financial Bid (Section-II) on the website CPP Portal only within the prescribed time limit. The evaluation of bids will be based on online bids submitted by bidders.
4. The EMD (Earnest Money Deposit) of Rs 40,000/- should be remitted to NABARD through RTGS/ NEFT as per the details given in Annexure I on or before 14-08-2025. Counterfoil/ receipt/transaction detail for the same has to be enclosed with the technical bid of RFP. The RFP without the proof for payment of EMD shall be rejected out rightly. No interest is payable on the EMD. Bidders registered as MSMEs are exempt from paying EMD.
5. It may be noted that it will be a two bids system tendering wherein the first bid will be ‘Technical Bid’ and second bid will be the ‘Financial Bid’. Bidders are advised to submit e-tender (e-bids) through CPP Portal only, after carefully following the instructions related to systems and procedures as indicated in the CPP Portal. In case of requirement for any further guidance, help and support in submission of e-bids, bidders may contact helpline of CPPP (<https://eprocure.gov.in/eprocure/app?page=FrontEndContactUs&service=page>). Submission of bid in physical mode is not permitted.

Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login CPP Portal.

Technical Bid (Section-I) i.e., shall contain.

- a) Form of Bid (RFP)
- b) Earnest Money Deposit receipt of ₹40,000/- (Rupees Forty Thousand Only) (Exemption given to MSE RTAs)
- c) Bid documents [Technical Bid]
- d) Annexure I (Details of EMD), II (Integrity Pact)
- e) Additional terms and conditions duly signed.
- f) Other documents to substantiate claim for technical bids:
 - a. Certificate by the Authorized signatories confirming turnover for past two financial years
 - b. List of listed entities for which the bidder is providing RTA service during last 5 years including a list of entities for which service is being provided as on the date of submission of bid document.

- c. List of public/ private sector banks for which RTA service was rendered including a list of entities for which service is being provided as on the date of submission of bid document.
- d. Certificate by the Authorized signatories confirming work experience as RTA
- e. Certificate confirming number of staff/ team size of the bidder
- f. Copy of registration certificate from SEBI
- g. Copy of certificate of incorporation / KYC documents / MSME or Udyam Certificate (if applicable)
- h. List of Offices/ Branches including details of full fledged office / investor service centre at Mumbai (details of infrastructure and trained staff in Mumbai to be provided)

Financial Bid (Section-II)) shall contain Duly filled in Schedule of RTA Services.

Financial bid can be submitted in CPP Portal.

A pre-bid meeting will be convened between 03.00 PM and 04.30 PM on 26 August 2025 at NABARD Head Office, BKC Mumbai. Clarifications if any on the bid may be sought from NABARD on or before 04.00 PM on 22 August 2025 by email to fd@nabard.org and send copy to nborrowings.fd@nabard.org. All queries will be clarified during pre-bid meeting and proceedings of the pre-bid meeting will be released on 29 August 2025. Proceedings of the pre-bid meeting also forms part of the RFP.

Last date for submission of the RFP is 06.00 PM on 11 September 2025. Technical Bid of the RFP will be opened at 02.30 PM on 16 September 2025.

Technical Bid should be accompanied by EMD and Integrity Pact (IP). The bid without EMD & IP will be summarily rejected. EMD should be remitted through NEFT/ RTGS as per the details mentioned in the Annexure-I and IP should be submitted as per Annexure-II.

Validity of the bids shall be 180 days from the date of opening of Technical Bid.

Bidders are requested to make a presentation on the date / time as may be informed at a later date as explained under "Selection Criteria" of RFP. The actual date of presentation by corresponding bidder will be intimated separately through email.

The exact date and time of opening 'Financial Bid' will be conveyed to the successful bidders of 'Technical Bid'.

The successful bidder shall execute an agreement with NABARD at his cost on non- judicial stamp paper as per the article of agreement in the RFP document (Annexure-III), Non Disclosure Agreement (Annexure IV), Performance Bank Guarantee (Annexure V), Service Level Agreement (Annexure VI), Indemnity Bond (Annexure IX) (within 14 working days from the date of issue of work order failing which the bidder's EMD may stand forfeited).

Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Annexure-V** is to be submitted by the finally selected Bidder(s). The BG has to be issued by a Scheduled Commercial Bank and needs to be submitted within the specified time of receipt of formal communication from NABARD about their Bid finally selected.

The Bank Guarantee is required to protect interest of the NABARD against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as

mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.

NABARD reserves the right to amend / withdraw any of the terms and conditions in the RFP Documents or to reject any or all RFP without giving any notice or assigning any reason thereof. NABARD also reserves the right to accept or reject any or all bids in full or part without assigning any reason whatsoever.

Yours faithfully

Deputy General Manager
Finance Department
National Bank for Agriculture and
Rural Development (NABARD)
C-24, "G" Block,
Bandra Kurla Complex, Bandra (East),
Mumbai-400051

FORM OF RFP

Date:

To,

The Chief General Manager,
Finance Department
National Bank for Agriculture and
Rural Development (NABARD)
C-24, "G" Block,
Bandra Kurla Complex, Bandra (East),
Mumbai-400051

Dear Madam / Sir,

Request for Proposal from the SEBI registered RTAs for providing 'Registrar and Transfer Agent' services for NABARD

1. Having examined the RFP document relating to the works specified in the Memorandum hereinafter set out, and having acquired the requisite information relating thereto as affecting the bid, I/We hereby offer to execute the services specified in the said memorandum within the time specified, at the rates mentioned in the Financial Bid in all respects of the bid and with such services as are provided for, in accordance with such conditions in so far as they may be applicable.

2. Memorandum

S. No	Key Components	Details
1	Name of the Project	"Request for RTA Services" Proposal from SEBI registered RTAs
2	Location	Mumbai
3	Bid issued by	NABARD
4	Procurement Stage	Two Stage <ul style="list-style-type: none">• Technical Bid (Section-I)• Financial Bid (Section-II)
5	Earnest Money Deposit (EMD)	₹40,000/- (Rupees Forty Thousand only)

3. Should this bid be accepted, I/We hereby agree to abide by and fulfil the terms and conditions of the bid annexed hereto.

Our Bankers are:

- i) Bank, Branch, , Mumbai
ii) Bank, Branch, , Mumbai
iii) Type of account: Savings / Current account

iv) Bank Account No:

v) IFS code of Bank and branch:

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm Authorized to sign:

OR

Name or person having Power of Attorney to sign the contract (Certified copy of the Power of Attorney should be attached):

Yours faithfully,

Signature of Bidder with stamp

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Financial Bid (SECTION II)

PART I: Background Information

1. About NABARD:

National Bank for Agriculture and Rural Development (NABARD) was established on 12 July 1982 by an Act of the Parliament. NABARD is an AIFI (All India Financial Institution) of GOI. NABARD is mandated for providing effective credit support, institutional development and technology support, small scale industries, cottage and village industries, handicrafts and other rural crafts and other allied economic activities in rural areas with a view to promote integrated rural development and securing prosperity of rural areas, and for matters connected therewith or incidental thereto.

NABARD, with its Head office at Mumbai (Bandra-Kurla Complex), has 31 Regional Offices located in States and Union Territory, a cell at Srinagar, 04 Training Establishments in the Northern, Eastern & Southern parts of India and 546 District Development Managers (DDMs) functioning at district level.

PART II: General Terms, Conditions, and Instructions

I. Eligibility for RTA

1. Applications are invited from bidder who are SEBI registered/ empaneled RTAs (Registrar and Transfer Agent)
2. Experience: Applicant must have
 - a) minimum 05 years of experience having worked as 'RTA'.
 - b) RTA should have provided services for atleast 10 listed ISINs of debt instruments in last 5 years in India
3. Further, applicant must have earned profit in 03 out of last 05 years (Audited financial results along with auditors' report needs to be furnished)
4. The Bidder or its authorized agent must have a full-fledged office or Investor Service Centre located in Mumbai, equipped with adequate infrastructure and trained staff to deliver all services outlined in the scope of work. The office must be duly registered under the Establishment of Shops Act, and a valid Certificate of Registration issued by the competent authority must be submitted as proof. For the purpose of this requirement, "Mumbai" includes the suburban areas of Mumbai, Thane, Navi Mumbai, and Panvel. Detailed information about the office setup, including location, infrastructure, and staffing, must be provided.
5. The bidding company (or its subsidiaries/ partners/ directors) should not have any involvement in any unlawful activity including any financial fraud/ malpractices. The bidder must provide details of legal action against the company/ its partners/ directors, if any, initiated against them in Annexure X "Declaration of Clean Track Record).
6. The Bidder shall not have been debarred / black-listed by any Govt. / Semi-Govt./ Public Sector organization. The Bidder shall furnish the details of disputes, if any, with its clients and the present status thereof, or in the absence of the same, a declaration to that effect shall be submitted at the time of tendering in the format given at Annexure X.
7. The bidding company must provide list of all cases in the past and also pending cases at present in any court of law against them.
8. The bidding company should not have been imposed any penalty by RBI/ SEBI or any other Indian regulators/ courts in the past.
9. The Service Provider should comply with ISO 27001 standards, CERT-In guidelines, and facilitate regular third-party audits to ensure data integrity and security during transition. The bidder must provide ISO 27001 certificate.

II. Selection Criteria for the bidder/ RTA

1. All applicants should execute Integrity Pact (IP) as per the format (Annexure II) on non-judicial stamp paper of the appropriate value as applicable in the state of Maharashtra. The application without the IP will be summarily rejected.
2. The bidder/ RTA should make presentation of services being rendered explaining their functions/ services catering to the client needs and expectations in line with the mandate of NABARD. Applicants may refer NABARD website for an idea of various activities undertaken by NABARD.

If the bidder or his associated resource personnel have any past experience in providing RTA services to NABARD, the same may be included in the presentation to be made by the bidder.

This may have added weightage in evaluation process, subject to the past satisfactory service. However, the same may not be treated as a right and the decision of NABARD in this regard is discretionary and final.

3. The selection of RTA will be based on QCBS selection process with 70% weightage on the technical bid and 30% weightage on price bid as mentioned in the evaluation criteria.
4. The applicant who is securing maximum marks in Technical Bid and Financial Bid together will be awarded the work.

III. Evaluation Criteria

Bids shall be evaluated both in terms of 'Quality' as well as 'Quoted Price' i.e., Quality Cum Cost Based Selection (QCBS) methodology.

The weightage for the 'Quality (Technical/ Professional competence' is 70 % and the weightage for the 'Quoted Price' is 30 %.

The maximum marks to be allocated against various sub-sections under 'Quality Part of Selection Criteria' of Bid shall be as hereunder:

1. Technical Evaluation of Bid:

Technical Score of the bidders will be evaluated using the following formula.
Technical Score = $(T \times 70) / T(\text{high})$

where T stands for actual marks secured by the bidder and T (high) stands for highest marks secured by the bidder in the 'Technical Evaluation' amongst all bidders.

Technical score shall be calculated up to two decimal places.

Sr. No.	Scoring for Valuation - Parameters	Value	Marks
1	Average Turnover of Bidder in past three years	Turnover in ₹Cr	
		Greater than or equal to ₹100 cr	15
		Between 75 to 100	13
		Between 50 to 75	11
		Less than or equal to ₹20 cr	9
2	No. of Debt Listed entities having more than 20 ISINs for which RTA services rendered in last 5 years in India		
		More than 10	15
		5 to 10	12
		2 to 5	8
		Less than 2	6
3	Number of public / private sector banks/ FIs for which RTA services rendered as on 31 March 2025 in India	Number of public / private sector banks/ FIs	
		More than 3	15
		1 to 3	8
4	Number of years of experience	Experience in years	
		More than 25 years	10
		20 to 24 years	6
		10 to 19 years	3
		5 to 9 years	1
5	Team size of bidder	Size of team	
		More than 1000	15
		800 to 999	12
		600 to 799	8
		400 to 599	4
		100 to 399	2
		Less than 100	-
6	Presentation by Bidder		30 *
	Total Marks		100

* Please note that the weightage of 5 marks will be given to the bidders having satisfactory past experience in providing RTA services to NABARD, out of 30 marks kept for evaluation of presentation.

2. Evaluation of Financial Bid:

Financial score of the bidders will be evaluated using the following formula.

$$\text{Financial Score} = [(L1 \times 30) / (L)].$$

Where L1 stands for lowest rate quoted by the bidder and L stands for rate quoted by the bidder.

Financial Score shall be calculated up to two decimal places.

Prior experience of bidder who has provided satisfactory service may also be given weightage in evaluation.

3. Combined Evaluation of Technical & Financial Bids:

- i. The technical and financial scores of each bidder will be added to compute a composite bid score.
Composite bid score = Technical score + Financial Score
- ii. **The bidder securing the highest composite bid score will be selected as RTA.**
- iii. In the event of two or more bids having the same highest composite bid score, the bid scoring the highest marks against 'Quality' criteria will be recommended for appointment of RTA.
- iv. In the event of two or more bids having the same highest marks against 'Quality' criteria, then the bidder having higher experience will be recommended for appointment as RTA.

PART III: Scope of Work

The scope of work will also be included in the agreement to be executed by the RTA; however, NABARD reserves the right to modify/change/make additions/deletions etc. as per the requirement). The scope of work would broadly cover the following:

Activity A: Migration from the existing vendor (data transfer, storage, inventory)

1. Taking over the service of Registrar and Share Transfer Agents (RTAs) from the existing service provider by taking into its possession of all the records/reports /documents(soft form and physical / hardcopies) pertaining to the activities undertaken by the existing RTA on behalf of NABARD including data related to pending claims, unclaimed interest and/or principal, matters that are sub-judice and data migration pertaining the past RTA operations.
2. It will be the sole responsibility of the successful bidder appointed as the Registrar and Share Transfer Agent (RTA) to collect, preserve, and make available the old records for appropriate processing of the all the instruments issued by NABARD as per the regulatory / statutory / investor requirements. It shall be the duty of the successful bidder who shall be appointed as new RTA to collect every details/record from the existing RTA including of the claims/suit filed accounts and also to ensure to defend all cases to protect Bank's interests Non availability of any information / record / document / data in respect of the work taken over from the present service provider for NABARD must be brought to notice at the time of taking over itself and in case within 15 days of taking over of the work, failing which the successful bidder shall be responsible for any consequence due to such information gap.
3. The successful bidder shall also be responsible for the safe custody of the records, reports, documents and take all necessary steps and precautions to protect them from damage by fire, flood, etc. and ensure that the same are not obliterated or mutilated until these records/reports documents are duly handed over to NABARD as and when required by NABARD and/or its authorized representatives.
4. During the period the said records/reports/documents are in the custody of the RTA, NABARD and/or its authorized representatives shall be entitled to have access to the same for inspection/verification and the RTA shall furnish, if so required, photocopies of the same to NABARD.
5. NABARD will not reimburse any expenses incurred in taking over all the records from our existing RTA and for building up the data in the RTA system.

Activity B: Pre-issue activities

1. As part of its resource mobilization through various permitted financial instruments (NCDs, CPs, CDs or any other instrument as decided by NABARD from time to time) Depending on the type of instrument and the applicable statutory and regulatory requirements, the successful bidder would be required to provide efficient services and timely services including liaison with various stakeholders involved in the process to complete various related tasks/ activities in time.
2. An illustrative list (not exhaustive) of activities required to be completed by the successful bidders is as under:
 - a) Completion of corporate action and submission of information to depositories in time
 - b) Close coordination with Issuing and Paying Agent for timely receipt and payment proceeds
 - c) Timely advise to stakeholders about any action relating to instruments
 - d) Close coordination with the stock exchanges, depositories and investors

Activity C: Post issue activities

1. Post issue of any market instrument, the successful bidder would be required to:
2. Timely transfer of NCD units from temporary ISIN to permanent ISIN
3. Share with NABARD atleast once in a week or mutually agreed time intervals updated Beneficiary position (BENPOS) of holders of various instruments issued by NABARD.
4. Advise NABARD sufficiently in advance (atleast before 7 days before the due date) about the due dates and quantum of interest and/or principal due in respect of instruments issued by NABARD to facilitate timely and accurate servicing of interest and repayment of principal mobilized of all market instruments as per the due dates.
5. Submission of BENPOS (Beneficiary Position) with all relevant updated details including LEI, PAN, Bank details of the investors as on record date to NABARD, atleast 7 working days before the due date along the tax related details of the investors (status of declaration of TDS, TDS declarations submitted by investors, lower deduction certificates etc.)
6. The successful bidder shall also ensure to keep the records updated about the tax status of the investors including the exemption / lesser deductions certificates, wherever applicable and should provide the same to NABARD at its request within 3 working days of the date of request by NABARD. RTA will also issue TDS tracker indicating applicable TDS rate and also related regulation/ section from IT Act.
7. In case of pledge of instruments by the investor, the successful bidder would be required to submit the No Objection Certificate (NOC) from an pledgee entity so that principal amount can be released by NABARD to the Investor.
8. Post redemption of an instrument, the successful bidder would be required to complete corporate action process immediately in close coordination with the depositories and the other service providers to NABARD.
9. Please note that no additional charges would be paid for debit/ credit corporate actions done by RTA.

Activity D: Investor Services

1. The queries / grievances of the investors shall be required to addressed appropriately within the timelines prescribed by the Regulators / Stock Exchanges / NABARD from time to time.
2. Digital mode of access to the successful bidder (web portal / mobile application) shall be provided by the successful bidder.
3. A transparent process of receipt and disposal clearly defined, mutually agreed standard operating procedure defining roles and responsibilities of all the stakeholders involved,

timelines for response, escalation mechanism should be put in place by the successful bidder to handle queries / grievances of the stakeholders.

4. The SOP so prepared and updated shall be submitted with NABARD atleast once in a financial year (by 30 April of each financial year) or as and when a change in the SOP is undertaken.
5. The successful bidder would be required to forward payment intimation and interest calculation to clients, or any other information at the request of the Investors.

Activity E: Compliance and data management

1. NABARD is required to comply with various statutory and legal regulations including Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 [as amended from time to time]. For the same, various returns are also to be furnished either physically or in soft form (online mode) to exchanges (NES/BSE) and depositories (NSDL/CDSL). The successful bidder would be required to assist by providing the required data / information before the respective due dates in the form required by NABARD.
2. The successful bidder would be required to furnish information and facilitate sharing of documents / reports to investors as laid down by the regulators (SEBI / RBI / GoI) etc. from time to time.
3. The successful bidder would be required to maintain close coordination amongst all market participants including exchanges, depositories and regulators to ensure timely compliance of statutory regulations by NABARD.
4. Any requirements from the Regulators related to work done by RTA and other RTA related Work which are not mentioned hereinabove but may be assigned by the Bank from time to time.
5. The successful bidder shall also facilitate / assist NABARD in its digital Initiative ensuring complete digitization of the process and paperless transactions.

PART IV: Additional Terms and Conditions

Following additional terms and conditions shall apply to the evaluation process:

1. **Bidder warranties** - By submitting a response, bidder represents and warrants to NABARD that, as on the date of submission:
 - i. The bidder has fully disclosed to NABARD in its responses all information which could reasonably be regarded as affecting in any way NABARD's evaluation of the response.
 - ii. All the information contained in the Bidder's Response is true, accurate, complete, and not misleading in any way.
 - iii. No litigation, arbitration or administrative proceeding is presently taking place in the name of bidder.
 - iv. No litigation, arbitration or administrative proceeding is pending or to the knowledge of the bidder threatened against or otherwise involving the bidder which could have an adverse effect on its business, assets, or financial condition or upon NABARD's reputation if the response is successful.
 - v. The bidder will immediately notify NABARD of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the bidder's business, assets or financial condition, or NABARD's reputation or render the bidder unable to perform its obligations under the agreement, if any or have a material adverse effect on the evaluation of the responses by NABARD; and
 - vi. The bidder has not and will not seek to influence any decisions of NABARD during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other bidders.

2. **Confidentiality** - Bidder must keep confidential any information received from or about NABARD as a result of or in connection with the submission of the response. All information contained in the response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of bidder's response. Unless expressly agreed in writing prior to submissions, responses are not confidential and may be used by NABARD in whole or part. NABARD, however, will not disclose the information provided by bidder in a response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law.
3. **Disclaimer** - While all reasonable care has been taken in compiling this response document, the figures, documents, and details are presented in good faith; and no warranty or guarantee (express or implied) is given by NABARD as to the completeness or accuracy of the response or any information provided in or in connection with it. To the maximum extent permitted by law:
 - a. NABARD, its officers, employees, and agents will not be liable in any way whatsoever for any loss, damage, cost, or expense (including without limitation any liability arising from any fault or negligence on their part) arising from the evaluation process; and
 - b. Each bidder releases and indemnifies NABARD from all claims, suits, demands, proceedings, actions, liabilities, damages, and costs which may arise under statute, law, equity or otherwise arising from, whether directly or indirectly, or in connection with the evaluation and selection process.
4. **NABARD's right to verify** - NABARD reserves the right to conduct survey of any of the bidders' sites or obtain other evidence of facilities, resources, and managerial, financial and bidder performance abilities prior to announcing the successful bidder or awarding an agreement under this evaluation process.
5. **Termination / suspension of evaluation process** - NABARD reserves the right to suspend or terminate the bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the bidder or any third party. Bidders will be notified if any suspension or termination occurs, but NABARD is not obliged to provide any reasons.
6. **Other Rights** - Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the bidder or any third party, NABARD may at any stage of the evaluation process:
 - (i) Request additional information from the bidder.
 - (ii) Change the timing of evaluation process which will be notified to all bidders.
 - (iii) Vary or extend timetable of evaluation process.
7. **Non-Reliance by Bidder** - Bidder, by submitting a response acknowledges that:
 - (i) It does not rely on any information, representation, or warranty, whether oral or in writing or arising from other conduct, other than that specified in this RFP or otherwise provided by NABARD in writing.
 - (ii) It has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the bidder's response as well as the accuracy, currency, or completeness of such information; and
8. **Precedence of Documents** - If there is any inconsistency between the terms of this RFP and any of its appendices, schedules, or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.

9. Earnest Money, Initial Security Deposit

- (i) **Earnest Money Deposit** - The bidder must submit his bid with Earnest Money Deposit of ₹40,000/- (Rupees Forty Thousand Only) in the form of Direct Deposit in the Bank through NEFT/ RTGS and submit a copy of transaction receipt along with the technical bid. Bids not accompanied by EMD shall be rejected. Should the Invitation to RFP be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, EMD will be returned.

EMD of the unsuccessful bidder will be returned within 05 working days from the date of award of work to successful bidder. MSE RTAs are exempted from paying EMD.

- (ii) **Security Deposit** - The EMD submitted by the successful bidder with whom the agreement is executed, shall be reckoned as security deposit. No interest shall be paid on this security deposit. EMD / Security Deposit will be forfeited if the bidder withdraws the contract after award or opening of tender with the reasons only pertaining to the bidder and in the case if bidder is violating the conditions of contract which leads to termination of the contract. The security deposit will be returned to the bidder/ consultant after completion of contract period in all aspects and after defect liability period (DLP), if any.

10. Signing of Contract Agreement:

- (i) The general instructions to the bidder and special conditions, herein before referred to, Conditions of Contract and payment terms, scope of works enclosed with this document and the subsequent correspondence exchanged between NABARD and the bidder shall be the basis of the final contract to be entered into with the successful bidder.
- (ii) The bidder shall go through the terms and conditions given herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable.
- (iii) On receipt of intimation from NABARD of the acceptance of his/their bid, the successful bidder shall implement the Contract and within 14 days thereof, the successful bidder shall sign an agreement in accordance with the articles of agreement. Notwithstanding the signing of the agreement, the written acceptance by NABARD of a bid in itself will constitute a binding contract between NABARD and the person so bidding, whether such agreement is or is not subsequently executed. The stamp duty charges will be borne by the successful bidder.
- (iv) The bidder shall not sub-contract any portion of the contract except with the written consent of NABARD. In case of breach of these conditions, NABARD may serve a notice in writing on the bidder rescinding the contract whereupon the security deposit shall stand forfeited to NABARD, without prejudice to his other remedies against the bidder.

11. **Pre-Contract Integrity Pact** - Bidder may ensure to execute a pre-contract integrity pact (duly stamped) as per Annexure II of RFP along with the bid which is required as per directions of the Central Vigilance commission.

Important Note - Prospective bidders are requested to submit a duly signed and stamped 'Integrity Pact' on a Stamp Paper of appropriate value as applicable in the state of Maharashtra. Compliance to 'Integrity Pact' is mandatory and shall be the pre-qualification criteria. Non-submission of 'Integrity Pact' or submission in different format (other than the prescribed one) and not duly authenticated by authorized signatory shall disqualify the prospective bidder at the initial stage and their 'Technical/ Price' bids shall not be opened.

12. **Governing Laws and Dispute Resolution** - The RFP and selection process shall be governed by and construed in accordance with the laws of India and shall be subject

to exclusive jurisdiction of courts in Mumbai only. Disputes or differences whatsoever, arising out of the RFP process shall be resolved hereunder:

- (i) All disputes and differences of any kind whatsoever, arising out of or in connection with the RFP (to be executed with the successful bidder at subsequent stage) shall be resolved amicably.
- (ii) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
- (iii) If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the bidder a list of three names of persons who shall be presently unconnected with NABARD. Bidder/ Consultant shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABARD within 30 days on receipt of the names. NABARD shall thereupon without delay appoint the said person as the sole arbitrator.
- (iv) If the bidder fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the bidder.
- (v) If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
- (vi) The award shall be final and binding on both the parties.
- (vii) It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasoned award. It is hereby agreed that the Arbitrator shall not have powers to order any interim measures whatsoever during the course of arbitration.
- (viii) The fees, if any, of the Arbitrator shall initially be paid in equal proportion by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator shall be directed to be finally borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator as the case may be in the award.
- (ix) The place of arbitration shall be in Mumbai.
- (x) The language of the proceedings shall be in English.
- (xi) Services shall continue to be rendered notwithstanding any reference or dispute to the arbitration:

It is specially agreed that the bidder/ consultant shall continue to render its services provided herein with all due diligence, professional skill, and tact notwithstanding that any matter, question or dispute has been referred to arbitration.

Accepted all terms & conditions. Date:-

Place:-

(Signature)

Name, address and seal of the consultant.

Annexure I**Proforma of EMD credit details**

RFP from the SEBI registered/empaneled RTAs for the selection of 'Registrar and Transfer Agent' (Market Intermediary) for NABARD

(EMD details to be filled by bidders)

NAME OF THE ACCOUNT	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC CODE	NBRD00000002
ACCOUNT NUMBER (VAN)	NABADMN07

Name of the depositor	
Mode of transfer – Online (NEFT / RTGS)	
UTR No.	
Transaction date	
Amount deposited	

Date:

Place:

Signature with seal:

INTEGRITY PACT

Between
National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as
“The Principal”
And
..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for
..... The Principal values full compliance with all relevant laws of the land, rules, regulation,
and economic use of resources and of fairness /transparency in its relations with its Bidder(s)
and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors
(IEMs) who will monitor the tender process and the execution of the contract for compliance
with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-

- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
3. The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitors appointed for NABARD is :

- Shri Jagdeep Kumar Ghai, P&TA, FS (Retd), Falt 1032, A Wing, Vanashree Society, Sector 58 A&B, Palm Beach Road, Nerul, Navi Mumbai – 400706. Email: jkghai@gmail.com
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
 3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
 4. The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
 5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
 6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 7. The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
 8. If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NABARD has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
 9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

1. This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/contractor)
(Office Seal)

Place

Date

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ARTICLES OF AGREEMENT

(On a Non- Judicial stamp paper of appropriate value as applicable in the state of Maharashtra)

ARTICLES OF AGREEMENT made on this day of (month) between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Bank”) and having its Head Office at C-24, G-Block, Bandra Kurla Complex , Bandra (E), Mumbai – 400051 of the one part and M/s (hereinafter called “the bidder or the consultant”) and having its registered office at of the other part.

WHEREAS the Bank is desirous of getting executed “
... ” and has caused the technical and financial bids of the RFP showing and describing the scope of work to be done under the direction of Bank.

AND WHEREAS the said terms and conditions have been signed by or on behalf of the parties hereto.

AND WHEREAS the Bidder has agreed to execute upon and subject to the conditions set forth in the technical & Financial bids and Conditions of Contract, work order (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said scope of works, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration hereinafter mentioned, the Bidder will upon and subject to the conditions annexed, carry out and complete the works shown in the RFP, described by, or referred to in the scope of works and in the said conditions.
2. The Bank shall pay the Bidder the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this RFP.
5. This RFP is a contract for carrying out the work of” and to be paid according to actual measured quantities at the rates contained in the Schedule of Quantity of Consultancy Services and probable quantities or as provided in the said conditions.
6. The Bank reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other consultant (bidder) / agency at its sole discretion without prejudice to this contract. The bidder shall not have any right to claim loss of profit / loss of opportunity to work from the Bank.

7. The bidder shall have to submit the “no other claims certificate” along with the final bill and once the final bill is settled by the Bank, the bidder will not have any right to claim for either any tender related or non-related work.
8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.
9. That all parts of this RFP have been read and fully understood by the bidder, and shall form a part and parcel of this agreement.

IN WITNESS WHEREOF the Bank has set its hands to these presents through its duly authorized officials and the bidder has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the consultant is a company)

Signature Clause

SIGNED AND DELIVERED by the
National Bank for Agriculture and
Rural Development

Shri _____
(Name & Designation)

In the presence of:

Witness #1

Signature: _____

Name: _____

Address _____

Witness #2

Signature: _____

Name: _____

Address _____

SIGNED AND DELIVERED by the
bidder by the hand of

Shri _____
(Name & Designation)

In the presence of:

Witness #1

Signature: _____

Name: _____

Address : _____

Witness #2

Signature: _____

Name: _____

Address: _____

NON DISCLOSURE AGREEMENT

(On Non Judicial Stamp paper of appropriate value as applicable in the state of Maharashtra)

This Non Disclosure Agreement is made and entered into at,
this day of, 2025

BETWEEN

NABARD, a Body corporate constituted under National Bank for Agriculture and Rural Development (NABARD) Act, 1981 having its Head Office at G block, Plot C-24, Bandra Kurla Complex (BKC), Bandra East Mumbai 400051 (hereinafter referred to as “NABARD” or “Disclosing party” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the ONE PART

AND

..... Company Limited, a company incorporated under the Companies Act, 1956/2013 and a SEBI registered/empanelled RTA (Registrar and Transfer Agents) having its registered office at Mr./Ms.

.....
S/O, D/O, W/O Age residing
at
(Full Address)

.....
hereinafter referred to as “The Bidder” or “Receiving Party” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the Other Part.

(a) NABARD is engaged in Banking business and floated a Request for Proposal for to appoint the scope of which is specified in RFP Ref dated and whereas
(Name of Bidder/ Receiving Party) has through an RFP process (on Government e Marketplace (GeM Portal), bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to Bidder some Confidential Information (as hereinafter defined), to enable the Bidder to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

(b) NABARD intends to engage/has engaged the Receiving Party to act as RTA (Registrar and Transfer Agent). The Bidder is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

(c) The Bidder is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.

(d) For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration

of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

(e) Receiving Party means who receives the confidential information.

(f) Disclosing Party means who discloses the confidential information.

NOW, THEREFORE, THIS AGREEMENT WITNESSED THAT IN CONSIDERATION OF THE ABOVE PREMISES AND NABARD GRANTING THE BIDDER AND/ OR HIS AGENTS, REPRESENTATIVES TO HAVE SPECIFIC ACCESS TO NABARD'S PROPERTY/ INFORMATION AND OTHER DATA, BETWEEN THE PARTIES HERETO AS FOLLOWS

- 1) **Confidential Information:** For purposes of this Agreement, "Confidential Information" means all information disclosed/ furnished by either of the Parties to another Party in connection with the Public Procurement Process, business transacted/to be transacted between the Parties and includes any such information which comes into the knowledge of the Bidder during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Bidder to carry out the assignment. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof and all other Information which may be disclosed by one party or to which the other party may be provided access by the disclosing party or others in accordance with this Agreement or which is generated as a result of incidental to or in connection with the business purposes which is not generally available to the public.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose.

The Bidder may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be

returned to NABARD or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event Bidder is legally compelled to disclose any Confidential Information, Bidder shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to third party i.e., any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation, or termination of this Agreement.

- 2) **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non- disclosure Agreement with the Receiving Party that contains terms and conditions that are similar to and no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'NABARD' and any of its Affiliates, customers, and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
 - b) any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
 - c) Business processes and procedures; or
 - d) Current and future business plans; or
 - e) Personnel information; or
 - f) Financial information.
 - g) Capital adequacy computation workings
- 3) **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other.
- 4) **Term:** This Agreement shall be effective from the date hereof and shall continue for a period of 05 years or till the expiration or termination of this agreement as per the letter of engagement. However the confidentiality obligations under this Agreement

shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and/or delete or make reasonably inaccessible all electronic copies thereof.

Notwithstanding termination/expiry of this Agreement, the obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable all the time.

- 5) **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in any such disclosed Confidential Information. No license under any trademark, patent or copyright, or application for same, which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6) Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

- 7) **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief or similar relief prohibiting the Bidder/RTA, its directors, officers etc., from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees).

Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job

- c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d. Termination of contract

Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

- 8) **Entire Agreement, Amendment, Assignment:** This Agreement together with the Services Agreement signed by Parties dated..... constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable. This Agreement shall be subject to the letter of Engagement dated 2025.
- 9) **Governing Law:** The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.
- 10) **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights, or any right of third persons. Notwithstanding anything to the contrary contained in this Agreement, NABARD acknowledges that the work done by M/s for NABARD, under the Service Agreement, will be based upon an assumption that the information provided to it is complete and accurate.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written

For and on behalf of NABARD

Authorized Signatory

For and on behalf of

Authorized signatory

The selected bidder(s) would be required to sign the Non-Disclosure Agreement with the Bank as per Annexure-D, failure of which would make their appointment null and void.

BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

- [illegible]

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of ₹/- (Rupees only).

NOW THIS GUARANTEE WITNESSETH THAT

- 1) In consideration of NABARD having agreed to entrust Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we

(the Guarantor) shall on demand(s), from time to time from NABARD without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and NABARD, pay NABARD forthwith the sums so demanded by NABARD not exceeding ₹ /- (Rupeesonly).

- 2) Any notice / communication / demand from NABARD to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
- 3) We (the Guarantor) confirm that our obligation to the NABARD, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the NABARD and Service Provider.
- 4) This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the NABARD.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

- 1) Any neglect or forbearance on the part of NABARD to Service Provider or any indulgence of any kind shown by NABARD to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- 2) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by NABARD at its discretion.
- 3) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- 4) The Guarantee shall not be affected by any change in the constitution of NABARD or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the NABARD in writing.
- 5) This Guarantee shall be a continuing guarantee during its validity period.
- 6) This Guarantee shall remain in full force and effect for a period of ___ year(s) from the date of the issuance i.e. up to . Unless a claim under this Guarantee is made against us on or before , all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- 7) This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

- i. Our liability under this Bank Guarantee shall not exceed Rs/-
(₹ only).
- ii. This Bank Guarantee shall be valid upto and including the
day of, 20.....
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank
Guarantee only and only if NABARD serve upon us a written claim or demand on or
before

Yours faithfully,

For and on behalf of Bank.

Authorised official

SERVICE LEVEL AGREEMENT (SLA)
(TO BE STAMPED AS AN AGREEMENT)

AGREEMENT FOR REGISTRAR & TRANSFER AGENT (RTA) BETWEEN

NABARD Head Office, Finance Department, G Block, Plot C-24, Bandra Kurla Complex,
Mumbai 400051.

AND

.....
(SERVICE PROVIDER)

Date of Commencement :

Date of Expiry :

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This agreement ("Agreement") is made at MUMBAI on this day of 2025.

BETWEEN

National Bank for Agriculture and Rural Development (NABARD), constituted under the NABARD Act, 1981 having its Corporate Centre at G block, Plot C-24, Bandra Kurla Complex, Bandra East, Mumbai-400051 represented through its Finance Department, 02nd Floor, NABARD Head Office, G block, Plot C-24, Bandra Kurla Complex, Bandra East, Mumbai-400051 hereinafter referred to as "the Bank" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

..... a private/public limited company/ LLP/ Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/ 2013, Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~<strike off whichever is not applicable>~~, having its registered office at hereinafter referred to as "RTA/ Transfer Agent/ Service Provider/ Vendor", which expression shall mean to include its successors in title and permitted assigns of the Second Part.

WHEREAS:

The Bank is a body corporate having its Non-convertible debentures listed on recognised stock exchanges/securities (Commercial Papers) listed on recognised stock exchanges, details whereof are provided in Annexure-V

The Transfer Agent is a Public Limited Company/ LLP/ Firm and is a SEBI registered Registrar & Transfer Agent (RTA) in terms of Securities and Exchange Board of India (Registrars to an issue and Share Transfer Agents) Regulations, 1993 having registration number and the Transfer Agent has submitted their proposal in response to the request for proposal as invited by the Bank to act as the RTA for the Bonds/ Securities issued by the Bank and the Bank hereby agrees to accept the proposal of the Transfer Agent to act as the RTA

The Bank NCDs/ securities (commercial Papers) issued, hereinafter collectively referred to as "security holders" as on 31 March 2025, as detailed in Annexure V. In this regard the Bank is required to render different services to its security holders with respect to redemption/interest payment etc. in accordance with the NABARD Act, NABARD Bonds Regulations, SEBI Regulations, Listing Agreement with Stock Exchanges, Provisions contained in the Offer Documents in respect of the aforesaid Bonds/ securities, any other regulation and instructions/ directions of various regulators.

The term of existing RTA viz. Datamatics Business Solutions Limited (DBSL) is scheduled to expire on October 31, 2025, as a result of which, the Bank commenced the process for selection of an RTA for its listed Bonds/ securities. Accordingly, the Bank had issued "Request for Proposal" on 12 August 2025 and invited interests from various RTAs to act as such. In this regard, various Transfer Agents have submitted their proposal in response to request for proposal as invited by the Bank to act as the RTA for the Bonds/ Securities issued by the Bank

On completion of selection process, the Bank has selected M/s as Transfer Agent for Bonds and Securities issued by the Bank on the terms and conditions appearing hereinafter, and in pursuance of the same the two parties i.e. The Bank and the Transfer Agent have, therefore, agreed to enter into an agreement being these presents.

The Transfer Agent is in the business of providing services as Registrar and Transfer Agent (RTA) to listed entities and has agreed to provide the services as may be required by the Bank mentioned in the Request for Proposal (RFP) No. NABARD/FD/RTA/2025-26/01 dated 12 August 2025 issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

The Transfer Agent, in order to act as Transfer Agent on behalf of the Bank, are required to enter into a valid agreement with the Bank in terms of regulatory guidelines.

NOW THEREFORE, the Bank hereby appoints M/s as Transfer Agent for the Bonds / securities of the bank as detailed in Annexure-V for a period of 05 years commencing from subject to yearly review of performance/ such appointment by the Bank and also subject to the terms and conditions as set out, specified and contained hereunder and the Transfer Agent accepts such appointment.

AND, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:

1. DEFINITIONS & INTERPRETATION

- 1.1. Definition : Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings as indicated there. Unless otherwise specifically defined, these terms, acronyms and phrases in this Agreement that are used in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

1.1.1. ‘The Bank’ shall mean the National Bank for Agriculture and Rural Development / NABARD constituted under the NABARD Act, 1981 having its Head Office at G Block, Plot C-24, Bandra Kurla Complex, Bandra East Mumbai-400051 represented through its Finance Department, 02nd Floor, NABARD Head Office, G Block, Plot C-24, Bandra Kurla Complex, Bandra East Mumbai 40051.

1.1.2. ‘Confidential Information’ shall have the meaning set forth in Clause 12.

1.1.3. ‘Deficiencies’ shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.

1.1.4. ‘Documentation’ will describe in detail and in a completely self-contained manner how the User may access and use applications in place that uses the Bank’s data (Bank’s Investors data), such that any authorised reader of the Documentation can access, use and maintain all of the functionalities of the applications, without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

- 1.1.5. Intellectual Property Rights' shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) trade marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing)
- 1.1.6. 'Fee/ Cost' means the charges payable to The Transfer Agent over the entire period of Agreement for the full and proper performance of its contractual obligations as per Annexure-VII.
- 1.1.7. 'Request for Proposal (RFP)' shall mean RFP NO. NABARD/ FD/ RTA/ 2025-26/01 dated 12 August 2025 along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.8. 'Services' shall mean and include the Services offered by The Transfer Agent under this Agreement more particularly described in Clause 2 of this Agreement
- 1.1.9. Transfer Agent/ Registrar and Transfer Agent/ Registrar to the Issue and Transfer Agent/ RTA/ Service Provider/ Vender' shall mean the Registrar and Transfer Agent registered with the SEBI in terms of Securities and Exchange Board of India (Registrars to an issue and Share Transfer Agents) Regulations, 1993 and selected by the Bank to act on its behalf as such.

1.2. Interpretations:

- 1.2.1. Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2. The singular includes the plural and vice versa.
- 1.2.3. Reference to any gender includes all other genders.
- 1.2.4. The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5. The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6. A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements
- 1.2.7. A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8. Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9. The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices

1.3. Commencement, Term & Change in Terms:

1.3.1. This Agreement shall be deemed to have commenced from
(Effective Date).

1.3.2. This Agreement shall be in force for a period of year(s)fromEffective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement and/ or otherwise in terms of SLA.

1.3.3. The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of years on the mutually agreed terms & conditions.

2. SCOPE OF WORK

The scope and nature of the work which the Transfer Agent has to provide to the Bank (Services) is described in Part III of the RFP (mentioned earlier - RFP Reference No: NABARD/FD/RTA/2025-26/01 dated 12th August 2025).

3. FEES /COMPENSATION

3.1. Fees & Charges :

3.1.1. The Transfer Agent shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve the Transfer Agent from his responsibility to pay any tax that may be levied in India on income and profits made by the Transfer Agent in respect of this Agreement.

3.1.2. All duties and taxes (excluding Goods & Services Tax or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by the Transfer Agent and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by the Transfer Agent.

3.1.3. The Transfer Agent shall provide a clear description quantifying the service element and goods element in the invoices generated by them strictly in terms of fee schedule provided under this Agreement.

3.1.4. Fees and charges will remain valid for the entire period of the contract irrespective of size of issuances.

3.2. Payments

- 3.2.1. The Bank will pay properly submitted valid invoices within reasonable period in normal course but not exceeding 60 (sixty) days after receipt thereof. However, in inevitable circumstances, if bills are not paid within stipulated time, reasons thereof will be communicated to the Transfer Agent. All payments shall be made in Indian Rupees.
- 3.2.2. The Bank agrees to pay the fees/ charges to the Transfer Agent for the Services being rendered by it, in the manner set out in this Agreement.
- 3.2.3. The Parties agree that the Fees/ Charges payable in respect of a stage shall be paid as per the detailed billing schedule (FEES/ CHARGES) set out in Annexure-VII.
- 3.2.4. The Bank may withhold payment of any product/ services that it disputes in good faith and may set-off penalty amount or any other amount which the Transfer Agent owes to the Bank against amount payable to the Transfer Agent under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to the Transfer Agent indicating the reasons for such penalty or recovery of damages. The Transfer Agent shall have the liberty to present its case in writing together with documentary evidence, if any, within 15 (fifteen) days. Penalty or damages, if any, recoverable from the Transfer Agent shall be recovered by the Bank through a credit note or revised invoices. In case the Transfer Agent fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.
- 3.2.5. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider
- 3.2.6. No TA/ DA or any other charges can be claimed by nominated RTA Personnel or other member(s) of RTA Team for working onsite/ at NABARD location and it shall not be admissible. The RTA has to be made sufficient arrangement/ provisions for travel/ stay of RTA Personnel/ member(s) of RTA Team for efficient discharge of their duties

3.3. Bank Guarantee and Penalties:

- 3.3.1. The Transfer Agent shall furnish performance security in the form of Bank Guarantee for an amount of valid for a period of 63 months month(s) from a Scheduled Commercial Bank in a format provided/ approved by the Bank.
- 3.3.2. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of the Transfer Agent in respect of successful implementation of the project and/or failing to perform/ fulfil its commitments/ obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 3.3.3. If at any time during performance of the contract, the Transfer Agent encounters unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Transfer Agent shall promptly notify the Bank in writing of the fact of the delay, its likely duration and

its cause(s). As soon as practicable, after receipt of the Transfer Agent's notice, the Bank shall evaluate the situation and may at its discretion extend the Agent's time for performance, in which case the extension shall be ratified by the Parties in writing.

3.3.4. Performance of the obligations under the Agreement shall be made by the Transfer Agent in accordance with the time schedule as prescribed under this agreement or under regulatory provisions and as advised from time to time.

3.3.5. The Transfer Agent shall be liable to pay penalty at the rate mentioned in Annexure-III in respect of any delay beyond the permitted period in providing the Services.

3.3.6. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

4. LIABILITIES/ OBLIGATION

4.1. The Bank's Duties /Responsibility:

4.1.1. The Bank hereby declares that it has complied with and agrees to comply with all statutory formalities under NABARD Act 1981 as amended up to date and NABARD Bonds Regulations, SEBI Regulations, Listing Agreements and other applicable Laws pertaining to share transfer activities.

4.1.2. The Bank agrees that Format of all reports, statements, share or bond certificates and other documents or records shall be in conformity with the standard designs approved by the Stock Exchanges and other regulatory bodies/ Bank.

4.2. Transfer Agent's Duties:

4.2.1. The Transfer Agent hereby undertakes to perform and fulfil such functions, duties and obligations and to provide such services as are specified or mentioned hereunder in this agreement and as required by the Bank and as provided by SEBI in the framework for RTA.

4.2.2. The Transfer Agent hereby declares and undertakes that:

4.2.2.1. It has obtained a certificate of permanent registration from SEBI to act as the Issue and Transfer Agent. It has obtained approval from SEBI for carrying on its activities from its office at and Mumbai.

4.2.2.2. RTA also undertakes that it has full-fledged Investors Service Centre at Mumbai having adequate infrastructure including trained staff to the satisfaction of the Bank to handle RTA related activities/ functioning of NABARD for making available various data/ information/ reports/ documents in original received from investors in respect of activities and all other matters wherever Bank decides to pursue the same. RTA will ensure completion of all activities within prescribed timelines. The Transfer Agent shall ensure that the certificate of registration and SEBI approval shall remain in force during the period of this agreement, and it shall take prompt steps for renewal of the SEBI registration and approval. In case of non-

renewal/ suspension/cancellation of the certificate of registration by SEBI, the RTA shall inform the same to the Bank forthwith. It shall also inform the Bank forthwith in case of any change or modification in terms of certificate of registration granted by SEBI, including any change in its name and registered office address from where it is carrying on its activities.

- 4.2.2.3. It has not violated any of the conditions subject to which registration has been granted and that no disciplinary or other proceeding(s) is pending or has been commenced against it by SEBI/Stock Exchange/Depositories or any other regulatory body and that it is not/has not been debarred / suspended from carrying on the activities as contemplated under this Agreement. Further, it will bring to the notice of the Bank immediately, in any case not exceeding 2 days from occurrence of such aforesaid violation or commencement of any proceeding whatsoever against RTA at any time during currency of this Agreement
- 4.2.2.4. It shall perform the duties as the Transfer Agent with the highest standards of integrity and fairness and shall act in an ethical manner in all their dealings with the Bank and the security holders and investors of the Bank. It shall not take up any activities which are likely to be in conflict with its own interests, or the interests of the Bank and/ or of the security holders and/ or contrary to the directions issued by SEBI/ Stock Exchange/ Depositories or any other regulatory body
- 4.2.2.5. It shall at all times exercise due diligence and caution, ensure proper care, and exercise professional judgement while carrying out its duties/ responsibilities under this Agreement.
- 4.2.2.6. It shall ensure that all information provided by it to the security holders of the Bank and to official of the Bank are true and correct
- 4.2.2.7. It shall diligently and promptly carry out its duties/ responsibilities and shall complete all activities within the specified time limits as stipulated under this agreement, SEBI Regulations and Guidelines and Stock Exchange Regulations and the guidelines/ directions/ notifications/ circulars issued by the Regulatory/ Statutory Authorities from time to time.
- 4.2.2.8. In case of any change in status/ constitution/ ownership of the Transfer Agent including any dilution in its promoter shareholding, it shall immediately advise the change to the Bank and also obtain the necessary permission from SEBI and/or other Statutory Authorities.
- 4.2.2.9. Any disciplinary action taken against the Transfer Agent also should be intimated to the Bank for its information.
- 4.2.3. The Transfer Agent agrees to carry out and perform functions, duties and obligations relating to each activity relevant to the securities as specified in the Annexure-I & II hereto. For this purpose, The RTA should have Standard Operating Procedures for each of its activities, follow procedure/guidelines issued by the Bank/regulator The following activities, but not limited to this, inter-alia, shall form part of the Transfer Agent's functions and responsibilities during the currency of this agreement:
 - 4.2.3.1. Mailing of soft copy (electronic form) of the Bank's Annual Reports, within the time specified by the Bank, to the e-mail address of those

bondholders whose details are available with the Bank/Depository in accordance with Reg. 36/53 of Listing Regulations/guidelines issued by the SEBI from time to time and hard copy wherever requested by the investors.

- 4.2.3.2. Any other duties / functions as assigned by the Bank from time to time.
- 4.2.4. The Transfer Agent shall be responsible for preservation, protection and safety of the documents records or data of the Bank pertaining to activities of the Transfer Agent and shall be liable to the Bank for any breach in relation to Information Systems/ Cyber Security
- 4.2.5. The Transfer Agent's responsibility under this agreement will be restricted to the duties of the Transfer Agent as agreed to and as provided for by SEBI and other regulatory authorities in this regard. The Transfer Agent will not be in any way construed to be agents or employees of the Bank in any other business or in any other manner whatsoever.
- 4.2.6. The Transfer Agent shall not during the term of this agreement or thereafter, either directly, or indirectly, for any reason whatsoever, divulge, disclose to any third party or make public any information whatsoever which may come to their knowledge during or as a result of their appointment as the RTA of the Bank and whether concerning the business, property, contracts, methods, transactions, dealings, affairs or security holders of the Bank or otherwise, save and except in accordance with the performance of their duties hereunder or as required by law.
- 4.2.7. The Transfer Agent shall make their best efforts to perform the duties assigned to it in terms of the agreement with utmost care and efficiency. The Transfer Agent shall execute its functions, duties, and the work connected therewith efficiently, promptly and with due diligence and care. The Transfer Agent shall also ensure that adequate controls are established to ensure the accuracy of the reports furnished by them. The Transfer Agent shall carry out all activities within the specified time limit and shall be liable to the Bank for any loss incurred by the Bank on account of any delay on the part of the Transfer Agent in performing the duties, functions and/or activities undertaken by it
- 4.2.8. The Transfer Agent shall redress the complaints received from the investor including but not limited to those received through electronic mode viz. e- mail and SCORES Platform within the stipulated period (either prescribed under law or SOP, whichever is earlier) after receipt of the complaint during the currency of this Agreement and furnish Action Taken Report in respect of the same to the Bank at intervals specified by the Bank and shall continue to do so during the period it is required to maintain the records under the SEBI (Registrars to an Issue and Share Transfer Agent) Regulations, 1993 even after expiry of or termination of its appointment as the RTA of the Bank. The Bank shall do all such things and extend necessary cooperation to the Transfer Agent in order to comply with the Regulations.
- 4.2.9. The Transfer Agent hereby agrees and undertakes to indemnify and to keep indemnified the Bank with its successors and assignees from and against all suits, claims, actions and/or demands which may be instituted, made or commenced against the Bank by any holder of its securities or any third party as a consequence of any failure or deficiency or delay on the part of the Transfer Agent in performing or fulfilling or providing any functions, duties, obligations and/or services under this agreement.

- 4.2.10. Notwithstanding anything contrary mentioned in this Agreement, Transfer Agent shall be liable to the Bank for any loss incurred or sustained by the Bank due to error and/or omission and/or delay and/or negligence and/or malafide act(s) on the part of the Transfer Agent and/or on account of any breach committed by the Transfer Agent of any term(s) of this Agreement executed between the Transfer Agent and the Bank, and the Transfer Agent hereby agrees and undertakes to indemnify and to keep indemnified the Bank with its successors and assignees against all such losses.
- 4.2.11. The Transfer Agent hereby agrees and undertakes that, notwithstanding anything contrary contained in this Agreement, the liabilities and obligations of the Transfer Agent to the Bank under this agreement shall continue to survive even after the expiry of the period or termination of their appointment as the Transfer Agent of the Bank.
- 4.2.12. The Transfer Agent shall furnish to the Bank on or before 10th April of every year during the currency of this Agreement a copy of the annual certificate submitted by their compliance officer to SEBI under SEBI (Intermediaries) Regulations, 2008 confirming that the Transfer Agent is compliant with all provisions of the aforesaid Regulations or any other certificate submitted to the Regulator(s). Further, RTA shall also furnish certificate in the format and periodicity prescribed by the Bank confirming compliance in respect of various activities and related aspects undertaken by it.
- 4.2.13. The Transfer Agent hereby agrees to furnish the Bank prescribed security/ BG to cover any loss to the Bank arising, directly or indirectly, on account of the activities undertaken/ carried out by the Transfer Agent during their term of appointment. The liability of Transfer Agent to indemnify or to keep indemnified the Bank from any loss shall not be limited to the amount specified hereinabove.
- 4.2.14. In the event of any major change in the scope of work from what is specified herein in this Agreement or in the event of complete collapse or dislocation of business in the financial market of our country due to war, insurrection or any other serious sustained political or industrial disturbance or in the event of force majeure, the Transfer Agent shall have option to withdraw its appointment or re-negotiate the contract by giving 6 months' notice. However, the Transfer Agent shall continue to be liable to the Bank, even after the termination of their appointment for the activities done by them during currency of this Agreement.
- 4.2.14.1. In case the suit/ complaint/ proceedings have been filed/ initiated by or against the Bank and/ or the Transfer Agent due to the negligence on the part of the Transfer Agent, the Transfer Agent shall have to defend the case for self and on behalf of the Bank and will bear all cost and expenses incurred by them and/ or the Bank.
- 4.2.15. The Transfer Agent shall maintain following documents and records pertaining to the Register of Equity Securities/ Bond holders of the Bank and transfer activities:
- 4.2.15.1. Correspondence with the Bank, investors, SEBI, Stock Exchanges and other Statutory authorities and other relevant documents pertaining to various activities within the prescribed time.
- 4.2.15.2. Wherever maintenance of hard copies of any of the above documents is cumbersome or space consuming, the data may be stored by the Transfer

Agent in the digital form in their computer system (if requested by the bank, data backup to be provided) with prior written permission from the Bank; this is so particularly in respect of data pertaining to security/ bond holders. The Transfer Agent shall furnish hard copies of any of the above data or digital data whenever asked for by the Bank and also to Govt. of India, RBI etc. as and when required.

- 4.2.15.3. Records shall be maintained for a minimum period as per the applicable rules/ regulation/ guidelines and approved by the Bank (extract thereof mentioned in Annexure-VIII) and the same should be made available for inspection as and when required by Bank as well as the Statutory Authorities including SEBI. Transfer Agent shall not destruct/ shred any document(s) even after the expiry of the minimum period prescribed for maintenance of such documents and shall take specific permission from the Bank before destroying any such document(s).
- 4.2.15.4. The Transfer Agent shall preserve all documents/ registers/ records/ papers/ data as taken over/to be taken over from existing RTA, at own cost , including in respect of all matters where claims are made, disputes are raised or complaints / plaints are filed or involved in litigation, till such time as the claim, complaint or suit or the dispute or the litigation is finally disposed off or settled.
- 4.2.15.5. In addition to above, Transfer Agent also agrees to maintain and preserve the documents as per Record preservation and Retention Policy of NABARD.
- 4.2.16. The Transfer Agent agrees that, in case the Bank decides to avail their services to carry out the activities of Registrar to an Issue in connection with any new issue(s) of securities and/ or bonds of the Bank in future during the currency of this Agreement, they shall carry out the same at the rates and terms given in Annexure-VII of this Agreement. Notwithstanding anything contained in this clause and agreement, the Bank has the absolute right to appoint any other RTA to carry out the activities of Registrar to an Issue in connection with any new issue(s) of securities and/ or bonds of the Bank in future and the Transfer Agent agrees to provide all necessary assistance to the Bank and the said Registrar to an issue to carry out the said activities.
- 4.2.17. The Transfer Agent undertakes to issue to the Bank after every month a certificate signed by its authorised signatory in the format prescribed by the Bank inter-alia including that it has duly and properly carried out all works, functions and duties entrusted to them by the Bank.
- 4.2.18. RTA shall provide to the Bank a copy of the Audit Report of the statutory audit of its operations. Further RTA should also provide the bank the copy of the compliance and action taken report within a reasonable period of time. RTA shall also intimate to the Bank commencement of audit /inspection by any regulatory agency promptly and provide copy of report immediately after completion and action taken report for the same in a reasonable time.
- 4.2.19. The Registrar and Transfer Agent (RTA) shall at its cost, at a place, 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 and to take copy of such papers, documents and records for the purpose of inspecting/ recording the same.

- 4.2.20. The Registrar and Transfer Agent (RTA) shall furnish to the Bank all necessary data required by the Bank in a format compatible with the system in use in the Finance Department of the Bank. The Transfer Agent shall furnish to the Bank all necessary reports duly signed by their authorised official in such form and manner as desired by the Bank. All such data, records, reports shall have authentication of the Transfer Agent related to aforementioned activities and duties.
- 4.2.21. The Registrar and Transfer Agent (RTA) shall indemnify and keep indemnified the Bank and its directors, officers, employees and successors and their respective agents, affiliates and advisors from and against all suits, claims, actions, losses, damages and demands which may be made or commenced against the Bank by any holder of the securities issued or other third party as a consequence of any act or omission of or any failure or deficiency on the part of the Transfer Agent or any of its officers, employees or agents in performing services specified and mentioned herein in this Agreement. Further, the Transfer Agent shall be directly responsible to and shall indemnify and keep indemnified the Bank, their directors, officers, employees and agents for any liability arising out of any error or failure of the Transfer Agent's duties, obligations, responsibilities and services. The Transfer Agent shall further indemnify and refund all costs incurred by the Bank and its directors, officers, employees and successors in addressing investor complaints which otherwise would have been addressed by the Transfer Agent in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/ or the stock exchanges and/ or any other statutory or regulatory authority or a court of law. However, the Transfer Agent shall not be liable for any indirect or consequential loss caused to the Bank due to error or omission committed by them in good faith, and where it is found that the Transfer Agent has not acted negligently or committed an act of willful misconduct.
- 4.2.22. For the purpose of effectively carrying out the objects and purposes of this Agreement, the Registrar and 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 Transfer Agent. The 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.
- 4.2.23. The Registrar and Transfer Agent shall maintain proper records of the stationery, 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.
- 4.2.24. The Transfer Agent shall have a right to terminate this Agreement (before the expiry of the term of the agreement) by giving not less than 6 months prior notice in writing.
- 4.2.25. Upon the expiry or earlier termination or determination of this Agreement, the 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 programs, related documentation, master and transaction data files in machine readable formats, articles and effects and all other materials whatsoever of the

Bank without retaining any of them or making any copies thereof or extract therefrom and the Transfer Agent shall co-operate with the Bank and provide all assistance for transfer of all the data, records and other documents etc., as mentioned above to the Bank or any agent of the Bank, as may be requested by the Bank. Transfer Agent shall also handover to the Bank or any agent of the Bank all electronic keys/ codes/ controls required for seamless shifting of the work handled by the Transfer Agent to the new the Transfer Agent appointed by the Bank.

- 4.2.26. The Transfer Agent is required to comply and fulfil all the activities and guidelines/ circular(s)/ instruction (s) pertaining to the RTA activities issued by the SEBI / NSE/ BSE and any governing regulators or to be issued in future by the SEBI / NSE/ BSE and any governing regulators in this regard.
- 4.2.27. The Transfer Agent is required to enter into an Indemnity Bond as prescribed in the Request for Proposal (RFP).
- 4.2.28. The Transfer Agent is required to enter into a Non-disclosure Agreement with the Bank as prescribed in the Request for Proposal (RFP).
- 4.2.29. Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.
- 4.2.30. The Transfer Agent is required to enter into two prescribed tripartite agreements, one with the Bank and National Securities Depository Limited (NSDL) and another with the Bank and Central Depository Services Limited (CDSL) respectively in respect of the Bank's securities which are held in the dematerialized form as "Eligible Securities" in the depository system of NSDL and CDSL.
- 4.2.31. The Transfer Agent shall have following Service Delivery responsibilities:
 - 4.2.31.1. To adhere to the service levels document/ annexures of this Agreement.
 - 4.2.31.2. The Transfer Agent agrees and declares that it shall be their sole responsibility to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by them as envisaged under this Agreement.

4.3. Mutual Duties:

- 4.3.1. The Bank and the Transfer Agent do hereby mutually agree as follows:
 - 4.3.1.1. The Transfer Agent and the Bank agree that in case of non- compliance of any of the covenants contained in these presents, a report with regard to such non- compliance shall be made to the SEBI, by other party within 7 days of discovery of such non- compliance.
 - 4.3.1.2. The Bank and the Transfer Agent agree that the fees and charges payable to the Transfer Agent shall be as specified in Schedule of Charges in Annexure-VII to this agreement. The Bank shall, as and when requested by the Transfer Agent, depending on the need, will pay to it in advance such sums for meeting such expenses as required in connection with mailing of

notices, circulars, and other documents or writings whatsoever. Whenever any amount is paid in advance, proper bills/ vouchers / proof (as regards expenses incurred) should be produced for verification to the Bank within 30 days from the date of making advance payment, failing which the balance amount (for which there are no bills / vouchers / proof) shall be refunded by the Transfer Agent to the Bank. Bank shall be entitled to recover the said advance amount from the future fees payable by Bank to the Transfer Agent.

- 4.3.1.3. In the event of a breach by any party to this Agreement, the defaulting party shall have the right to cure such breach within a period of ten (10) days of receipt of written notice of such breach by the non-defaulting party. In the event that (i) such breach is not cured by the defaulting party within the aforesaid period, or (ii) any dispute or difference arises between the parties hereto as regards the validity and the interpretation of this Agreement and which is not settled within 15 days through negotiations, then any party may refer the dispute for resolution to an arbitration as per provisions set out under this of SLA.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. Each of the Parties represents and warrants in relation to itself to the other that

- 5.1.1. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so
- 5.1.2. The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/ their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for running the operation of its business.
- 5.1.3. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.
- 5.1.4. It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement
- 5.1.5. The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party

5.2. Additional Representation and Warranties by the Transfer Agent:

- 5.2.1. The Transfer Agent shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

5.2.2. The Transfer Agent has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

5.2.3. The Transfer Agent shall duly intimate to the Bank immediately, the changes, if any in the constitution of organisation or management.

5.2.4. The Transfer Agent warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by the Transfer Agent to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

6. GENERAL INDEMNITY

6.1. The Transfer Agent agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) RTA's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents or representatives of the Transfer Agent. The Transfer Agent agrees to make good the loss suffered by the Bank.

6.2. The Transfer Agent hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects/ deficiency to the Transfer Agent without undue delay. The Transfer Agent also undertakes to co-operate with other stakeholders thereby ensuring expected performance covered under scope of work.

7. CONTINGENCY PLANS

The Transfer Agent shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to The Transfer Agent or any employees of the Transfer Agent in rendering the Services or any part of the same under this Agreement to the Bank. The Transfer Agent at Bank's discretion shall co-operate with the Bank in case of any contingency.

8. TRANSITION REQUIREMENT

In the event of failure of the Transfer Agent to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Transfer Agent. The existing Transfer Agent shall continue to provide services as per the terms of the Agreement until a 'New Transfer Agent' completely takes over the work. During the transition phase, the existing Transfer Agent shall render all reasonable assistances to the new Transfer Agent within such period as prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Transfer Agent beyond the term of this Agreement, reasons for which are not attributable to the Transfer Agent, payment shall be made to the Transfer Agent for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found in breach of this obligation, they shall be liable for paying a penalty as applicable to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

9. LIQUIDATED DAMAGES

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Contract Price for delay of each week or part thereof maximum up to 5% of total Contract Price. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

10. RELATIONSHIP BETWEEN THE PARTIES

- 10.1. It is specifically agreed that the Transfer Agent shall act as independent Service Provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 10.2. Neither the Transfer Agent nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 10.3. This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

11. SUBCONTRACTING

As per the scope of this Agreement subcontracting is not permitted.

12. CONFIDENTIALITY

- 12.1. "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blueprints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the forgoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.
- 12.2. All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.
- 12.3. All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. The Transfer Agent personnel/ resources responsible for the

project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.

- 12.4. Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. The Transfer Agent in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.
- 12.5. Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 12.6. Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.
- 12.7. The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:
 - 12.7.1. Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.
 - 12.7.2. Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.
 - 12.7.3. Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
 - 12.7.4. Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.
 - 12.7.5. Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.
- 12.8. Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving

any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- 12.9. The Transfer Agent shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 12.10. Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Transfer Agent's performance under the Agreement.
- 12.11. Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by the Transfer Agent without the Bank's written consent.
- 12.12. The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

13. VALIDITY OF AGREEMENT

- 13.1. The Service Level Agreement (SLA) shall be in force for a period of 05 Years from effective date, unless terminated by the Bank by notice in writing in accordance with the termination clause of the agreement.
- 13.2. On completion of every one year, the Bank will review the performance of the RTA and shall continue with the SLA for a further term of one year or next review, whichever is later on the same terms and conditions.
- 13.3. The Bank, on expiry of the contract, reserves the right to extend the agreement with mutual consent of both the parties to the agreement, on the existing terms and conditions or on revised terms and conditions, as mutually decided by both the parties, for the similar period of years or for any other period mutually agreed to by both the parties to this agreement.
- 13.4. Unless terminated earlier in accordance with RFP/ SLA or extend for successive term of five years or any other period, the agreement shall come to an end on completion of the term specified in the Agreement/ SLA or expiration of renewed term.
- 13.5. The Bank reserves the right to terminate the Agreement anytime as per the terms of RFP/ Agreement.

14. TERMINATION

14.1. Termination for Default

- 14.1.1. The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- a) If the Transfer Agent fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank.
- b) If the Transfer Agent fails to perform any other obligation(s) under the Agreement.
- c) Violations of any terms and conditions stipulated in the RFP
- d) On happening of any termination event mentioned herein above in this Agreement

Prior to providing a written notice of termination to the Transfer Agent under above referred clause (i) to (iii), the Bank may, at its discretion, provide the Transfer Agent with a written notice of 30 (thirty) days to cure such breach of the Agreement, if the same is curable. However, if the breach is not curable or the breach continues/ remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

14.2. Termination for Convenience:

- 14.2.1. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, the Transfer Agent shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 14.2.2. In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to the Transfer Agent, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to Limitation of liability clause in this SLA, The Transfer Agent shall be liable to the Bank for any increase in costs for such similar Services. However, the Transfer Agent, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

14.3. Termination for Insolvency/ Fraud/ Misrepresentation

- 14.3.1. The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to the Transfer Agent in the following eventualities:
 - a) If any Receiver/ Liquidator is appointed in connection with the business of the Transfer Agent or the Transfer Agent transfers substantial assets in favour of its creditors or any orders/ directions are issued by any Authority/ Regulator which has the effect of suspension of the business of the Transfer Agent.
 - b) If the Transfer Agent applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of the Transfer Agent.
 - c) If any acts of commission or omission on the part of the Transfer Agent or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.

d) Any document, information, data or statement submitted by the Transfer Agent in response to RFP, based on which the Transfer Agent was considered eligible or successful, is found to be false, incorrect or misleading.

14.4. Consequences of Termination of Agreement:

- 14.4.1. In the event of the termination of the Agreement under any termination clause, the Transfer Agent shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession and The Transfer Agent shall also support the orderly transition to another RTA or to the Bank.
- 14.4.2. In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 14.4.3. Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.
- 14.4.4. During the transition, the service provider shall also support the Bank on technical queries/ support on process implementation or in case of software provision for future upgrades.
- 14.4.5. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP/ Contract.
- 14.4.6. In the event of failure of the Service Provider to render the Services or in the event of termination of contract or expiry of the term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the Services contracted with another RTA. In such a case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing RTA is in breach of this obligation, they shall be liable for paying 10% of Contract Price as Transition Penalty on demand to the Bank which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.
- 14.4.7. In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

15. DISPUTE REDRESSAL MECHANISM & GOVERNING LAWS

- 15.1. All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination

of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

- 15.2. If, however, the parties are not able to solve them amicably within 15 (fifteen) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Bank or the Transfer Agent) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.
- 15.3. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment thereto.
- 15.4. The Transfer Agent shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 15.5. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 15.6. This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.
- 15.7. In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

16. POWER TO VARY OR OMIT WORK

- 16.1. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by the Transfer Agent except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct the transfer Agent to make any variation without prejudice to the Agreement. The Transfer Agent shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of the Transfer Agent, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct the Transfer Agent to make such other modified variation without prejudice to the Agreement. The Transfer Agent shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions, the Transfer Agent's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned

by such variation shall be mutually agreed between the parties. In any case in which the Transfer Agent has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of the Transfer Agent, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

- 16.2. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to the Transfer Agent, before the Transfer Agent proceeding with the change.

17. WAIVER OF RIGHTS

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

18. FORCE MAJEURE

- 18.1. Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 18.2. For the purposes of this clause, 'Force Majeure' means and includes acts of God, wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of the Transfer Agent but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 18.3. If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 18.4. If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, the Transfer Agent shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

19. CONFLICT OF INTEREST

RTA is obliged to Suo-moto proactively declare any conflicts of interest (pre- existing or as and when arise at any stage) during execution of the contract. Failure to do so would amount to violation. The meaning of “conflict of interest” would be same as prescribed in

RFP document and provisions contained therein shall, mutatis mutandis, apply to this agreement, more particularly:

(i) Service Provider shall not receive any remuneration in connection with the assignment except as provided in the Contract.

(ii) Service Provider shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/consideration for award of any future assignment(s) from the Bank. Service Provider shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the agreement.

20. NOTICES:

20.1. Unless otherwise stated, all notices, approvals, instructions and other communications required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

20.2. A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

20.3. The addresses for Communications to the Parties are as under:

Notices to the Bank:

National Bank for Agriculture and Rural Development,
NABARD Finance Department,
2nd Floor, D wing,
G block Plot C-24,
Bandra Kurla Complex (BKC)
Bandra East Mumbai 400051.

Attention: Deputy General Manager Ph no.: 022 26539844
Email: fd@nabard.org, nbborrowings.fd@nabard.org

Notices to the RTA:

.....

.....

20.4. In case there is any change in the address of one Party, it shall be promptly communicated in writing to the other Party.

21. GENERAL TERMS & CONDITIONS

21.1. ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (i) This Agreement;
- (ii) Annexure of Agreement;
- (iii) Engagement letter no. dated..... and;
- (iv) RFP

21.2. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

22. **PRIVITY:** Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

23. **DUE AUTHORISATION:** Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

24. **COUNTERPART:** This Agreement is executed in duplicate and each copy is treated as original for all legal purposes Without prejudice to the generality of the foregoing provisions contained in this agreement, the Transfer Agent shall, in discharge of their duties, comply with the terms and conditions and guidelines contained in the Annexures I toof this agreement and forward to the Bank certificates as to the compliance of the same as and when required by the Bank IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

NABARD
Name:
Designation:
Date:

The Transfer Agent By:
Name:
Designation:
Date:

WITNESS:

- 1.
- 2.

SCOPE OF WORK

The bidder should be capable of providing the services as per the scope of work explained under this section. However, the Bank reserves the right to modify/ change/ make additions/ deletions etc. as per the requirement. The scope of work would broadly cover the following:

As given in Part III of RFP.

DELIVERABLES

Work connected with maintenance of register of bondholders and effecting Securities / Bond transfers and guidelines to be followed by the Transfer Agent. Description of deliverables are as under:

1. Taking over the service of the Registrar and Share Transfer Agent (RTA) from the existing service provider by taking into possession of all records / reports (soft form / physical forms/ hard copy) pertaining to activities undertaken by the existing RTA on behalf of NABARD including data relating to pending claims, unclaimed interest and / or principal, matter that are sub-judice and data migration pertaining to RTA operations.
2. Collecting/ preserving all records of instruments issued by NABARD as per regulatory / statutory requirements and to ensure to defend all cases to protect NABARD's interest.
3. Maintaining safe custody of records, reports, documents and to protect them from damage by fire, theft, flood etc.
4. Completing all documentation regarding pre-issue of permitted financial instruments floated by NABARD e.g CP, CD, NCDs etc.
5. Ensuring timely completion of all post issue activities related to those instruments (e.g. sharing BENPOS, advising due dates/ record dates in time), keeping updated tax status of the Investors.
6. Assisting in timely payment of interest/ coupon and also principal redemption amount to the Investors of financial instruments issued by NABARD.
7. Attending investors' queries/ grievances of the Investors appropriately within permitted time limit.
8. Timely compliance of various statutory/ regulatory compliances including SEBI LODR.
9. Timely submission of accurate returns (either in physical form or soft copy) to exchanges (NSE/ BSE) and depositories (NSDL/CDSL).
10. The Transfer Agent shall capture the e-mail address of all bondholders and if required, transmit the electronic annual reports on their e-mail address of those bondholders who have tendered their acceptance for the same.
11. The Transfer Agent shall maintain all manual/computer records at its place and ensure proper housekeeping of all documents/instruments/papers received from bond holders and the Bank.
12. The Transfer Agent shall ensure that all provisions in NABARD Act, 1981 / NABARD Bonds and General Regulations, SEBI guidelines / Regulations, provisions in the listing agreement with stock exchanges and instructions/directives of Reserve Bank of India / Government of India are complied while performing their duties as the Transfer Agent of the Bank.
13. The Transfer Agent shall perform all other activities required to be done by them as the RTA.

PERFORMANCE MATRIX & PENALTIES

It will be binding on RTA to make good any financial loss to the Bank due to any penalty/ fine imposed by the SEBI or any other Regulator on account of default or contravening any of the provisions of SEBI (LODR) Regulations, 2015 and other Regulators and any amendments / changes carried out from time to time by them or penalty imposed by any competent court on account of lapse on the part of RTA in supplying information timely/ follow up etc. and also as provided in Agreement.

Further, for ensuring efficient and prompt disposal of the queries / requests / complaints of Bank's bondholders, the RTA may be subjected to following penalties for deficiency in service:

a.	No response to Queries / Requests within 2 working days.	₹ 500/- per day
b.	No response to complaints of bond holders within 3 working days	₹ 1000/- per day
c.	Resolution of SEBI / NSE/ BSE / other regulator complaints beyond prescribed timeline.	₹ 1000/- per day in addition to Regulatory penalty.
d.	Non-Disposal of Transmission cases / Issue of duplicate bond certificates within prescribed time limit.	₹ 1000/- per day in addition to Regulatory penalty.

RTA may, however, will be given opportunity to furnish their explanation against any delay against lapses as stated above for consideration by the Bank.

TRANSITION & KNOWLEDGE TRANSFER PLAN

1. Introduction

This Annexure describes the duties and responsibilities of Service Provider and the Bank to ensure proper transition of services and to ensure complete knowledge transfer.

2. Objectives

- 2.1. The objectives of this annexure are to:
- a) ensure a smooth transition of Services from Service Provider to a New/Replacement Transfer Agent or back to the Bank at the termination or expiry of this Agreement;
 - b) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
 - c) ensure that all relevant Assets are transferred.

3. General

- 3.1. Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement Transfer Agent, Service Provider shall ensure the smooth transition to the Replacement Transfer Agent and shall co- operate with the Bank or the Replacement Transfer Agent as required in order to fulfil the obligations under this annexure.
- 3.2. Service Provider shall co-operate fully with the Bank and any potential Replacement Transfer Agent tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption.
- 3.2.1. During any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement Transfer Agent, Service Provider shall comply with all reasonable requests by the Bank to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the Bank and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that
- 3.2.1.1. Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of Service Provider to any such party.
 - 3.2.1.2. Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement Transfer Agent unless such a party shall have entered into a confidentiality agreement.
 - 3.2.1.3. whilst supplying information as contemplated in this paragraph 3.2.1 Service Provider shall provide sufficient information to comply with the reasonable requests of the Bank to enable an effective tendering process to

take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

3.3. In assisting the Bank and/or the Replacement Transfer Agent to transfer the Services the following commercial approach shall apply:

a) where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service Provider shall make no additional Charges. The Bank may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the Bank agrees in advance that such redeployment will prevent Service Provider from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the Bank, the Bank shall not be entitled to claim any penalty or liquidated damages for the same.

b) where any support and materials necessary to undertake the transfer work or any costs incurred by Service Provider are additional to those in place as part of the proper provision of the Services the Bank shall pay Service Provider for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the Bank.

3.4. If so required by the Bank, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part of the Services for a period not exceeding 6 (Six) months beyond the date of termination or expiry of the Agreement. In such event the Bank shall reimburse Service Provider for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:

a) services for which rates already specified in the Agreement shall be provided on such rates;

b) materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.

3.5. Service Provider shall provide to the Bank an analysis of the Services to the extent reasonably necessary to enable the Bank to plan migration of such workload to a Replacement Transfer Agent provided always that this analysis involves providing performance data already delivered to the Bank as part of the performance monitoring regime.

3.6. Service Provider shall provide such information as the Bank reasonably considers to be necessary for the actual Replacement Transfer Agent, or any potential Replacement Transfer Agent during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.

3.7. Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the Bank or a Replacement Transfer Agent (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

- 3.8. Service Provider shall co-operate with the Bank during the handover to a Replacement Transfer Agent and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.
- 3.9. All complaint log, list of pending requests, any physical record along with electronic records to be shared with the new RTA. Onboarding knowledge sharing plan should be in place for the new RTA. Handover checklist to be shared with the new RTA.

4. Replacement Transfer Agent

In the event that the Services are to be transferred to a Replacement Transfer Agent, the Bank will use reasonable endeavors to ensure that the Replacement Transfer Agent co-operates with Service Provider during the handover of the Services. Additionally, the Service Provider shall prepare and submit a mandatory handover checklist and undergo a performance audit prior to transition.

5. Subcontractors

As per scope of this SLA, sub-contracting is not permitted.

6. Transfer of Configuration Management Database

6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

7. Transfer of Documentation

6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined.

8. Transfer of Knowledge Base

6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which Service Provider may not disclose as a matter of law

9. Transfer of Data

- 9.1. In the event of expiry or termination of this Agreement Service Provider shall cease to use the Bank's Data and, at the request of the Bank, shall destroy all such copies of the Bank's Data then in its possession to the extent specified by the Bank.

9.2. Except where, pursuant to paragraph 14.1 above, the Bank has instructed Service Provider to destroy such Bank's Data as is held and controlled by Service Provider, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, Service Provider shall deliver to the Bank:

a) An inventory of the Bank's Data held and controlled by Service Provider, plus any other data required to support the Services; and/or

b) a draft plan for the transfer of the Bank's Data held and controlled by Service Provider and any other available data to be transferred.

DETAILS OF BONDS OUTSTANDING

POSITION AS ON 31.03.2025

Instrument	ISIN	Amount outstanding (FV) (₹ In Crore)
Bond/NCD	INE261F07016	1,500.00
Bond/NCD	INE261F07024	238.55
Bond/NCD	INE261F07032	1,758.74
Bond/NCD	INE261F07040	149.95
Bond/NCD	INE261F07057	1,352.76
Bond/NCD	INE261F08683	1,000.00
Bond/NCD	INE261F08691	500.00
Bond/NCD	INE261F08709	3,200.00
Bond/NCD	INE261F08717	500.00
Bond/NCD	INE261F08725	150.00
Bond/NCD	INE261F08733	321.00
Bond/NCD	INE261F08774	930.00
Bond/NCD	INE261F08782	443.00
Bond/NCD	INE261F08824	594.00
Bond/NCD	INE261F08832	1,448.00
Bond/NCD	INE261F08915	610.00
Bond/NCD	INE261F08923	2,334.00
Bond/NCD	INE261F08931	735.00
Bond/NCD	INE261F08949	1,635.00
Bond/NCD	INE261F08964	240.00
Bond/NCD	INE261F08972	495.00
Bond/NCD	INE261F08980	135.00
Bond/NCD	INE261F08998	864.00
Bond/NCD	INE261F08AA4	2,180.00
Bond/NCD	INE261F08AB2	310.00

Instrument	ISIN	Amount outstanding (FV) (₹ In Crore)
Bond/NCD	INE261Fo8ACo	946.00
Bond/NCD	INE261Fo8AD8	2,227.00
Bond/NCD	INE261Fo8AE6	2,923.00
Bond/NCD	INE261Fo8AF3	1,075.00
Bond/NCD	INE261Fo8AG1	1,982.00
Bond/NCD	INE261Fo8AJ5	1,400.00
Bond/NCD	INE261Fo8AN7	582.70
Bond/NCD	INE261Fo8AO5	973.50
Bond/NCD	INE261Fo8AP2	2,814.40
Bond/NCD	INE261Fo8AQo	2,924.10
Bond/NCD	INE261Fo8AR8	1,289.40
Bond/NCD	INE261Fo8AS6	3,634.30
Bond/NCD	INE261Fo8AU2	536.50
Bond/NCD	INE261Fo8AVo	1,971.40
Bond/NCD	INE261Fo8AW8	1,504.20
Bond/NCD	INE261Fo8AX6	2,369.90
Bond/NCD	INE261Fo8AY4	1,791.10
Bond/NCD	INE261Fo8AZ1	1,075.60
Bond/NCD	INE261Fo8BA2	1,283.10
Bond/NCD	INE261Fo8BC8	1,060.40
Bond/NCD	INE261Fo8BD6	537.00
Bond/NCD	INE261Fo8BE4	1,515.50
Bond/NCD	INE261Fo8BF1	3,454.90
Bond/NCD	INE261Fo8BG9	1,463.70
Bond/NCD	INE261Fo8BH7	987.50
Bond/NCD	INE261Fo8BM7	555.00
Bond/NCD	INE261Fo8BPo	1,770.00
Bond/NCD	INE261Fo8BR6	955.00
Bond/NCD	INE261Fo8BS4	917.70

Instrument	ISIN	Amount outstanding (FV) (₹ In Crore)
Bond/NCD	INE261Fo8BT2	3,150.20
Bond/NCD	INE261Fo8BU0	1,008.30
Bond/NCD	INE261Fo8BV8	708.80
Bond/NCD	INE261Fo8BX4	6,952.60
Bond/NCD	INE261Fo8BY2	3,283.40
Bond/NCD	INE261Fo8BZ9	670.00
Bond/NCD	INE261Fo8CB8	2,549.50
Bond/NCD	INE261Fo8CC6	3,475.50
Bond/NCD	INE261Fo8CE2	903.10
Bond/NCD	INE261Fo8CF9	1,094.90
Bond/NCD	INE261Fo8CG7	611.40
Bond/NCD	INE261Fo8CH5	564.30
Bond/NCD	INE261Fo8CI3	1,125.00
Bond/NCD	INE261Fo8CJ1	1,450.00
Bond/NCD	INE261Fo8CL7	434.10
Bond/NCD	INE261Fo8CM5	659.70
Bond/NCD	INE261Fo8CN3	3,328.80
Bond/NCD	INE261Fo8CO1	2,792.50
Bond/NCD	INE261Fo8CP8	2,234.20
Bond/NCD	INE261Fo8CQ6	2,012.30
Bond/NCD	INE261Fo8CR4	514.30
Bond/NCD	INE261Fo8CT0	1,108.10
Bond/NCD	INE261Fo8CW4	520.50
Bond/NCD	INE261Fo8CZ7	3,439.00
Bond/NCD	INE261Fo8DA8	7,906.70
Bond/NCD	INE261Fo8DB6	806.80
Bond/NCD	INE261Fo8DC4	584.90
Bond/NCD	INE261Fo8DE0	333.00
Bond/NCD	INE261Fo8DG5	1,456.30

Instrument	ISIN	Amount outstanding (FV) (₹ In Crore)
Bond/NCD	INE261Fo8DH3	418.80
Bond/NCD	INE261Fo8DJ9	859.80
Bond/NCD	INE261Fo8DK7	11,975.00
Bond/NCD	INE261Fo8DL5	1,000.00
Bond/NCD	INE261Fo8DO9	9,591.90
Bond/NCD	INE261Fo8DP6	1,102.00
Bond/NCD	INE261Fo8DQ4	3,000.00
Bond/NCD	INE261Fo8DR2	2,899.90
Bond/NCD	INE261Fo8DS0	684.50
Bond/NCD	INE261Fo8DT8	5,000.00
Bond/NCD	INE261Fo8DU6	1,000.00
Bond/NCD	INE261Fo8DV4	10,270.00
Bond/NCD	INE261Fo8DW2	4,715.50
Bond/NCD	INE261Fo8DX0	14,624.25
Bond/NCD	INE261Fo8DY8	684.00
Bond/NCD	INE261Fo8DZ5	860.25
Bond/NCD	INE261Fo8EA6	8,484.00
Bond/NCD	INE261Fo8EB4	5,000.00
Bond/NCD	INE261Fo8EC2	1,040.50
Bond/NCD	INE261Fo8ED0	2,518.00
Bond/NCD	INE261Fo8EE8	10,000.00
Bond/NCD	INE261Fo8EF5	12,890.00
Bond/NCD	INE261Fo8EG3	16,571.50
Bond/NCD	INE261Fo8EH1	3,966.10
Bond/NCD	INE261Fo8EI9	9,558.15
Bond/NCD	INE261Fo8EJ7	10,000.00
Bond/NCD	INE261Fo8EK5	15,994.00
Bond/NCD	INE261Fo8EL3	11,864.00
Bond/NCD	INE261Fo8EM1	13,912.00

Instrument	ISIN	Amount outstanding (FV) (₹ In Crore)
Bond/NCD	INE261Fo8EN9	4,060.00
Bond/NCD	INE261Fo8EO7	7,000.00
CD	INE261F16744	1,075.00
CD	INE261F16876	950.00
CD	INE261F16884	1,050.00
CD	INE261F16892	5,000.00
CD	INE261F16900	2,825.00
CD	INE261F16918	1,425.00
CD	INE261F16926	1,900.00
CD	INE261F16934	2,325.00
CD	INE261F16942	1,760.00
CD	INE261F16959	4,250.00
CD	INE261F16967	3,800.00
CD	INE261F16975	4,225.00
CD	INE261F16983	3,900.00
CD	INE261F16991	3,850.00
CD	INE261F16AA7	2,575.00
CP	INE261F14MQ3	1,825.00
CP	INE261F14MR1	2,400.00
CP	INE261F14MS9	2,250.00
CP	INE261F14MU5	1,000.00
CP	INE261F14MT7	1,350.00
CP	INE261F14MV3	2,300.00
CP	INE261F14MX9	1,425.00
CP	INE261F14MW1	1,500.00
CP	INE261F14MY7	5,000.00
CP	INE261F14MZ4	2,425.00
CP	INE261F14NA5	2,425.00
CP	INE261F14NB3	4,250.00

Instrument	ISIN	Amount outstanding (FV) (₹ In Crore)
CP	INE261F14NC1	1,100.00
CP	INE261F14ND9	2,025.00
CP	INE261F14NE7	4,000.00
CP	INE261F14NF4	500.00
CP	INE261F14NG2	550.00
CP	INE261F14NI8	3,050.00
CP	INE261F14NJ6	7,125.00
CP	INE261F14NH0	1,250.00
CP	INE261F14NK4	2,425.00
CP	INE261F14NMO	675.00
CP	INE261F14NN8	1,575.00
CP	INE261F14NL2	2,600.00
CP	INE261F14NO6	2,675.00
CP	INE261F14NP3	750.00

As on 31st March 2025, total number of ISINs is 155, comprising NCDs (114), CPs (26), CDs (15). RTA needs to handle NCDs, CPs and CDs. The total number of bond holders as on 31 March 2025 were 6,208.

As on 31.03.2025, out of total 114 ISINs for NCDs, interest is paid half yearly in case of 47 ISINs (41%) and on annual basis in case of remaining 67 ISINs (59%). Please note that all ISINs are in demat mode. (No ISIN in physical mode)

In addition to the above, the Registrar could also act as Registrar (RTA) to all the new Bond issues which the Bank may decide to raise in future, subject to terms and conditions specified and mentioned in the Agreement.

The Registrar will have to attend to all the correspondences, Customer grievances and any other compliances issues that may arise pertaining those series of Bonds of NABARD which have been already redeemed due to Call option/ Maturity.

Further, the Registrar shall be responsible for furnishing all the data pertaining to submission of periodical Returns/ Reports to all the Statutory Authorities / Debenture Trustees or Government Bodies as may be required from time to time.

GUIDELINES FOR PROCESSING REDEMPTION APPLICATIONS

**GUIDELINES IN RESPECT OF PROCESSING REDEMPTION/ INTREST
PAYMENT IN RESPECT OF BONDS/ Securities floated/ issued by NABARD**

1. The Transfer Agent shall comply with terms of redemption and interest payment as specified in the respective offer document, NABARD Bonds and General Regulations, and guidelines laid down by Bank in the Business Rules for redemption/ interest payment of bonds.
2. Proper tax shall be deducted at source from interest / premium payments exceeding limits as per tax laws in force.
3. The Transfer Agent shall maintain separate and proper records showing the face value, premium and interest payable to all bondholders on redemption.
4. Master files shall be updated for the bonds redeemed.
5. Rates of interest on the Bonds shall be as specified in writing by the Bank.
6. The Transfer Agent shall maintain detailed records of bonds for the purpose of calculating interest payable to bondholders on due dates i.e. complete details of all the bonds issued by the bank, issue size, date of issue, date of call option, date of maturity, coupon rate, date of annual interest payment, record date, face value of respective bond.
7. The Transfer Agent to ensure proper deduction of tax at source from interest payments in excess of limits as per tax rules in force. The Tax exemption certificates/declarations submitted by investors are to be sent to the Tax Authorities as per the time frame fixed and confirm the same to the Bank.
8. The Transfer Agent shall submit details of funds required funding details for payment of interest.
9. The Transfer Agent shall follow up with the respective payees all payments specified hereinafter in this clause and confirm the receipt of the payment from the payee. The payments to be followed up for the purpose of this clause shall be payments of ₹ 1 crore and above for interest/redemption payment per client/investor. The Transfer Agent shall furnish to the Bank, at the close of the business hours of the payment date, a status report of the follow up and confirmation.

SCHEDULE OF THE FEES AND CHARGES**Schedule of the fees and charges payable to the Registrar and Transfer Agent**

S. N.	Activity	Rates in INR (For Bonds) excluding taxes
1	<p><u>SECURITIES AND BONDS</u></p> <p><u>a. Annual Folio Maintenance and Service Charges:</u> Annual Folio Maintenance and Service Charges for carrying out all annual activities and maintenance of Register of Bond holders in the electronic form, capturing of images (including specimen signatures), maintenance, uploading/ making available to the Bank on real time basis through all- inclusive/ self-contained online portal of all application forms/ documents/ correspondences pertaining to transfer/ transmission/ issuance of duplicate certificate /name deletion etc. received from and sent to bondholders. The above service charges inter-alia includes servicing of the following activities:</p> <p>i. All activities connected with payment and processing of annual interest during the year including preparation of payment files.</p> <p>ii. All TDS related activities including verification of various data/ documents viz PAN, 15G/H, tax exemption certificate, making available requisite data in the desired format for preparing 15CA/B, filing of return viz SFT/ any other return/ activity which may be prescribed by regulator/ statutory authority.</p>	<p>Rate</p> <p>₹ _____ per ISIN (If applicable)</p>
2	Printing list of bondholders with addresses etc.	<p>Rate</p> <p>₹ _____ per ISIN (If applicable)</p>
3	Annual Connectivity charges for NSDL & CDSIL (payable lump sum in advance for the period)	<p>Rate</p> <p>₹ _____ per annum</p>
4	<p><u>RETURNS/ REPORTS ETC.</u></p> <p>i. Mailing of e-Annual Report (Link) to bondholders. Mailing of some intimation/ reminder/ letter/ report which may be required to be sent as decided by the Bank as part of Good Corporate Governance/in the interest of bondholders or as per directive of regulator, to concerned bondholders (other than covered under annual interest payment exercise)</p> <p>ii. Preparation and sending folio wise details like holding etc.</p>	<p>Rate</p> <p>₹ _____ per ISIN (If applicable)</p> <p>₹ _____ per ISIN (If applicable)</p>
5	<p><u>REDEMPTION / INTEREST PAYMENT OF BOND/ SECURITIES:</u> Charges for redemption of Bonds on valid Redeemed Bonds including sharing financial latter for approval, intimation of record dates, sharing BENPOS, calculating TDS and Net amounts to be paid to the investors, providing missing details of account holders/ investors like proper account heads</p>	<p>Rate</p> <p>Per ISIN per annum basis</p>
	Downloading BENPOS/Conversion of NSDL/ CDSL files to	No separate charges are

S. N.	Activity	Rates in INR (For Bonds) excluding taxes
	match the master layouts Bond Register, & providing reply to queries relating to interest paid /to be paid to the investors (physical as well demat)	payable
6	Charges for paper stationery, postage, filing fees, Registration Fees, etc. for specific purposes. However, no charges are payable for items to be used in normal course of day-to-day business.	On actual basis against proof (not to be quoted)

Please note that this Annexure VII on ‘schedule of Fees/ charges’ is indicated as ‘PER ISIN PER ANNUM BASIS’.

TERMS OF PAYMENT OF FEE & COST:

1. Payments of charges are made on quarterly basis (pro rata basis), before commencement of the quarter and on production of bill/ invoice, whichever is later.
2. Tax will be deducted at source, as applicable, at the time of all payments.
3. All charges/ rates stated above are exclusive of all applicable taxes / levies by the Government. All bills should contain the GST Number, PAN and bank account details of the RTA. Applicable taxes will be paid / deducted on actual basis.
4. General obligations & responsibilities: The Bank shall not pay any annual charges in whatsoever nature
5. All the statements / information as required under the extant Regulatory guidelines and or otherwise demanded by the Bank shall be provided by the RTA free of cost/ charges in the prescribed/ desired format
 - a. Postages incurred for dispatch of certificates, letters, etc. should be fully supported by an outward Registrar and/or Registration Journal.
 - b. Expenses should be supported by proper invoices.
 - c. Any additional assignment required to be done beyond the scope of work enumerated above, the charges for the same will be negotiated on a mutually agreeable terms and invoiced accordingly which will not exceed market rate in any case. However, for any auxiliary activity which may be required/prescribed by the Bank/regulator/statutory authority to be undertaken as part of annual /periodical/regular activities viz interest payment, compliance report on ongoing basis etc. no additional charges will be paid.
 - d. No additional cost/ charges are payable towards taking over and maintaining all records/data from outgoing RTA.

Annexure-VIII

EXTRACT OF RECORD PRESERVATION AND RETENTION POLICY OF NABARD

Prescribed period for retention of records to be maintained by the Transfer Agent (Relating to Finance Dept.):

The Record Preservation and Retention Policy relating to Finance Department forms a part of “Bank’s Policy on Record Retention”.

As per SLA, Records shall be maintained (by RTA) for a minimum period as per the applicable rules/ regulation/ guidelines and approved by the Bank and the same should be made available for inspection as and when decided by Bank as well as the Statutory Authorities including SEBI. Transfer Agent shall not destruct/ shred any document(s) even after the expiry of the minimum period prescribed for maintenance of such documents, and the Transfer Agent shall take specific permission from the Bank before destroying any such document(s).

In furtherance of said clause, the extract of Record Preservation and Retention Policy of NABARD in respect of records listed therein to be maintained by the RTA and the period of retention of such records are as follows:

S. No.	Documents	PRESERVATION AND RETENTION PERIOD (YEARS)	LOCATION
1	Bond Redemption related details/document (soft copy/ physical)	8 years After the date of redemption of Bond	Registrar and Transfer Agent (RTA) Offsite Location: RTA identified place
2	Interest Payment Details/ Soft Copy	8 years from the date of Interest Payment	Finance Department and Registrar and Transfer Agent (RTA) Off-site Location: RTA identified place
3	Information Memorandum of Bond Issue	PERMANENT From the date of payment of Principal Amount on call option/ maturity	Finance Department, NABARD

S. No.	Documents	PRESERVATION AND RETENTION PERIOD (YEARS)	LOCATION
4	Bipartite/tripartite agreement executed by N ABARD with CDSL/NSDL/BSE/NS E & others	PERMANENT (physical/ electronic)	Finance Department and Registrar and Transfer Agent (RTA)
5	Bond applications forms for all Issuances	PERMANENT (physical/ electronic)	Registrar and Transfer Agent (RTA)
6	Correspondences/ Files of court cases before courts/consumer forum related to Finance Department	PERMANENT (physical/ electronic)	Finance Department and Registrar and Transfer Agent (RTA)
7	Instructions by Securities and Bonds Department to Registrar and Transfer Agent (RTA) with regard to changes in applicable laws	PERMANENT (physical/ electronic)	Registrar and Transfer Agent (RTA)

Annexure IX

INDEMNITY BOND

(To be typed on non-judicial Stamp Paper of appropriate value as applicable in the state of Maharashtra and attested by Notary Public Magistrate)

The indemnity bond made on the day of 2025 by M/s..... (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 (hereinafter referred to as the 'Registrar and Transfer Agent') in favour of National Bank for Agriculture and Rural Development (NABARD), a body corporate constituted under NABARD Act, 1981 having its Head Office at G Block, Plot C- 24, Bandra Kurla Complex, Bandra (East) Mumbai-400051 (hereinafter called "NABARD").

WHEREAS, M/s..... (Name of the Selected bidder Company) entered into an Agreement dated with NABARD (hereinafter called the said "RTA AGREEMENT/ SLA") for acting as the Registrar and Transfer agents of the NABARD on the terms and conditions mentioned therein for a period of years. However, the Agreement is renewable with the mutual consent on year-to-year basis.

NOW, therefore this indemnity bond witnesses that in performance of the assignment as per the RTA Agreement/ SLA, the Registrar and Transfer Agent shall exercise reasonable skill, care and diligence and keep NABARD 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 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 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 & Transfer Agent
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Undertaking / Declaration regarding Debarment
(To be submitted by the Vendor on their letter head)

To
Chief General Manager
Finance Department
NABARD, Head Office
Bandra -Kurla Complex
Bandra (East),
Mumbai – 400051

Dear Sir,

Name of the work:

I / we (name of the Vendor) declares that I/we or any of our allied firm*:

- a) have not been debarred/ suspended/ blacklisted by any public institution/ Statutory Authorities / Organisations/ or any entity in India or any other country as on (date of submission of bid), except as indicated below:

(Here give particulars of blacklisting/debarment and in the absence thereof state “NIL”)

- b) have not withdrawn any bid after being selected as successful bidder.
- c) have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on (date of submission of bid).
- d) will inform the Bank in writing in case of debarment / suspension / blacklisting by any public institution/ entity in India or any other country on or before of award of work or during the period of work.
- e) do not have any proceedings pending or order passed by any Authority/Court for violation/deficiency of statutory provisions such as EPF, ESI, Bonus, Minimum Wages, or other payments for last 5 years.
- f) no legal action has been initiated, as on date, against the company/ its partners/ directors for any cause in any legal jurisdiction/ That, as on date legal action has been initiated against the company/ its partners/ directors in respect of _____ (as per details enclosed), however, the same does not affect our ability to deliver the RFP requirements.
- g) have not rescinded/ abandoned any contract awarded by any of our clients before the expiry of prescribed period of contract for last 5 years.
- h) have been maintaining a clean track record without any involvement in unlawful/ illegal activities or financial Banking frauds. We do not have any case with the Police/ Court/ Regulatory authorities against the Vendor or proprietor/ partners/ directors in case of Proprietorship/ Partnership firm/ company respectively involving the above.

2. I/ We know and understood that, if this Undertaking / Declaration/ Certificate submitted by us is found to be false, the Bank shall be free to reject/ terminate our tender/ Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ invoking of Performance Bank Guarantee/ Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

(Signature and name of the authorized
signatory of the Vendor with Rubber Stamp)

Date:

Place:

*Allied firm: A firm would be termed as “allied firm “if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firm.

Annexure XI**Pro-forma of furnishing the payment details of the bidder.**

Name of the Bidder		
Contact Details	Name	
	Email	
	Phone No	
PAN details (enclose copy of PAN)		
GST Number (enclose copy of GST registration)		
Address of principle place of business in the state as per GST registration certificate	Address	
	City	
	PIN	
	State	
Bank account number		
Account Name		
Type of the account		
Name & Address of Bank		
IFSC Code (enclose copy of cancelled cheque)		

Name :

Date:

Place:

Signature with seal:

Annexure XII**Financial Bid**

(To be submitted online through CPPP Portal)

Name of the work: Request for Proposal from the SEBI registered/ empanelled RTAs for the selection of 'Registrar and Transfer Agent' (Market Intermediary) for NABARD

Schedule of Quantity of Consultancy Services

S. No	Description of work	Quantity	Un it	Estimated cost of the project per year [₹]*	Quoted Rate. (as % on estimated project cost) [%]	Total Amount of consultancy charge quoted (₹)
1	2	3	4	5	6	(Col 5 * Col 6) / 100
A	Providing Services as 'Registrar and Transfer Agent' RTA as detailed in the 'Scope of work' of RFP and Schedule of Fees as given in Annexure VII	1	Job	20,00,000/-		
B	SGST @ 9 %					
	CGST @ 9%					
C	Grand Total (A+B)					
	Total Amount in words					

* Estimated Cost of the project is given for the purpose of arriving absolute figure in price bid.

Accepted all terms and conditions of this RFP.

Place:

Date:

Name, Address and Seal of the Bidder