

**Request for Proposal  
For  
Appointment of Technology Partner for Revamp of Websites & Mobile Applications  
of Canara Robeco Mutual Fund**

**CANARA ROBECO ASSET MANAGEMENT COMPANY LTD.**

**14<sup>th</sup> December 2023**

**DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to applicants whether verbally or in documentary form by or on behalf of Canara Robeco Asset Management Company Limited (CRAMC), is provided to the applicant(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.

This RFP document is not an agreement and is not an offer or invitation by CRAMC to any parties other than the applicants who are qualified to submit the applications as per the eligibility conditions ("Technology Partner" or "Firm" or "Applicant"). The purpose of this RFP is to provide the applicant(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each applicant may require. Each applicant firm should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP. CRAMC makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that an Applicant may require. CRAMC does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent. CRAMC reserves the right or discretion to change, modify, add, or alter any or all the provisions of this RFP document and / or the selection process, without assigning any reasons, whatsoever. Such a change will be intimated to all applicants. Any information contained in this RFP document will be superseded by any later written information on the same subject made available to all recipients by CRAMC.

CRAMC reserves the right to reject any or all expressions of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of CRAMC shall be final, conclusive, and binding on all the parties.

**CANARA ROBECO ASSET MANAGEMENT COMPANY LTD****Appointment of Technology Partner for Revamp of Websites and Mobile Application of Canara Robeco Mutual Fund.****1. Invitation for appointment**

- i. Canara Robeco Asset Management Company Ltd (CRAMC) (CIN: U65990MH1993PLC071003), a company incorporated under the Companies Act 1956 having its Registered and Corporate Office on the 4th Floor, Construction House, No.5. Walchand Hirachand Marg, Ballard Estate, Mumbai 40001, hereinafter referred to as “The Company” invites applications in the prescribed format (Attached as per **Annexure-I**) along with fee quote from Technology Partners in India **with current experience of revamping websites & mobile applications of Mutual Fund Houses** and are willing to take up the following assignments (“assignment” or “engagement”) for Canara Robeco Mutual Fund (CRMF):

**Assignments (Scope of Work)**

All the existing features, additional features, and new features that AMC will propose during the course should be part of the revamp project.

1. Revamp Catalogue Website: <https://www.canararobeco.com/>
  2. Revamp Investor Website: <https://www.canararobeco.com/smart-invest/sign-in>
  3. Revamp Distributor Website: <https://www.canararobeco.com/smartifa>
  4. Revamp Investor Education Website: <https://www.canararobeco.com/smartomorrow>
  5. Revamp Investor Mobile Application.
  6. Create Distributor Mobile Application.
- Vendor should provide the details of IT Infra/Security required to host the web site, BCP (Primary & DR) should be part of solution architecture.

For all the above assignments, we are open to recommendations/suggestions for change of:

1. User journey / workflow
2. UI / UX
3. Technology (Coding language, Content Management System, Database, Hosting Environment, etc.)
4. Software
5. Marketability / SEO friendliness

Post go LIVE of all the above-mentioned digital assets, a dedicated team of the selected vendor will be assigned on Retainer basis who will be working on bugs, issues, enhancements, VAPT points, Audit points, Regulatory requirements and any other activities as requested by the AMC.

**ii. Due Diligence**

The Applicant is expected to examine all instructions, terms, and specifications in this RFP. Application shall be deemed to have been done after careful study and examination of this RFP with full understanding of its implications. The Application should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all

information required by this RFP or submission of Application not responsive to this RFP in every respect will be at the applicant's risk and may result in rejection of the Application.

iii. **Cost of Participation**

The applicant shall bear all costs associated with the preparation and submission of its Application and CRAMC/CRMF, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the selection process. The selected applicant will have to submit a Bank Guarantee of Rs. 5 Lakh.

iv. **Clarification of RFP Documents**

A prospective applicant requiring any clarification on this RFP may contact CRAMC in writing by E-mail at [nikesh.lakhani@canararobeco.com](mailto:nikesh.lakhani@canararobeco.com). CRAMC shall respond in writing by E-Mail to any request for clarification of the application documents, from the prospective applicants, which it receives not later than **18<sup>th</sup> December 2023**. Further CRAMC will respond by E-Mail to all clarifications, without identifying the source of the inquiry. CRAMC shall not be responsible for any external agency delays.

v. **Amendment of RFP Document**

- a) CRAMC reserves the sole right to include any addendum to this entire selection process. The applicants shall not claim as a right for requiring CRAMC to do the aforesaid.
- b) At any time before the deadline for submission of offers, CRAMC may, for any reason, whether at its own initiative or in response to a clarification requested by prospective applicants, modify this RFP Document.
- c) All applicants who have received this RFP shall be notified of the amendment in writing by e- mail, fax, or post, and all such amendments shall be binding on them.
- d) If required, to allow prospective applicants reasonable time in which to take the amendment into account in preparing their applications, CRAMC reserves the right to extend the deadline for the submission of applications. However, no request from the applicant shall be binding on CRAMC for the same.

vi. The hard copy of the application duly signed and stamped along with supporting documents and fee quote should reach in a sealed cover to the following address: **Canara Robeco Asset Management Company Ltd, 4th Floor, Construction House, No.5 Walchand Hirachand Marg, Ballard Estate, Mumbai 40001** and sent by postal service/courier/hand delivery duly superscribing the envelope **"Application for appointment of Technology Partner for Websites & Mobile Application Revamp."**

vii. The last date for submission of applications with all relevant documents along with fee quote in a closed envelope is on or before **29<sup>th</sup> December 2023 4:00 PM**. Applications received thereafter shall not be considered.

viii. Mere submission of application does not, in any way, constitute a guarantee for award of any assignment from the Company.

ix. The Company reserves the sole right to shortlist and award the assignments based on specified criteria and subject to approval of the appointment by Competent Authority.

**2. Eligibility Criteria and Information Required**

- i. In order to be eligible for appointment, the Technology Partner would need to have worked extensively for BFSI Sector (experience of working with Mutual Fund Houses will be an advantage). For reckoning the minimum number, new assignments that are due to commence from 01st April 2024 would also be taken into consideration. Supporting documentary evidence in respect of the assignments being handled currently and continuing beyond 01st April 2024, and new ones commencing from 01st April 2024 will need to be enclosed with this RFP.
- ii. Mandatory information to be submitted on the letter head of the firm to be eligible for revamping websites & mobile application of Canara Robeco Mutual Fund is as under:

Sr. No.	Particulars	Details
1.	Name of the Technology Partner	
2.	Address of Head Office: Number of Branch Offices: (Specially mention the office address, Partner & other details of the contact person in Mumbai office)	
3.	Constitution	
4.	Date of Establishment	
5.	Whether any disciplinary action in respect of any professional misconduct instituted/ pending against your firm or any partner (if "Yes" give details) and provide details of action taken against the firm/partner.  Provide details of any action taken by bank/ credit financial institution on account of defaults etc.	
6.	Whether the Firm or any partner has ever been debarred by Regulatory Authority, if yes, please provide details: Regn. No.: Name of the partner: Brief reasons for debarment:	
7.	Whether the Firm or any partner has ever been investigated by any of the law enforcement agencies in India or abroad? If yes, please provide details.	
8.	Whether your firm had or is presently having any kind of professional/business association directly with Canara Bank, Orix Corporation (Japan) or Robeco Groep NV (Netherlands) or any of their associates in India or elsewhere, which is likely to result in conflict with the proposed assignment under this RFP?	
9.	Manpower (Nos)  1) Qualified Professionals in your organization: a. Designer b. HTML c. Developers d. Tester  2) Qualified Professionals Deployed for Mutual Fund in Mumbai: a. Designer b. HTML c. Developers d. Tester	

10.	Brief profile of Key Personnel / Management team in the following manner)			
	<b>Name</b>	<b>Qualification</b>	<b>Tenure with Current Organization</b>	<b>Mobile No.</b>
11.	Prior experience of working for Mutual Fund House			
	<b>Name of AMC</b>	<b>Nature of Assignment</b>	<b>Year of Assignment</b>	<b>AUM of the Fund in which assignment was handled</b>
12.	Please provide details of all current assignments (other than those mentioned above) being handled in the Mutual Fund industry in the following format. Each assignment is to be disclosed distinctly and clearly. (Please restrict the information to be provided only to Mutual Funds)			
	<b>Name of the AMC</b>	<b>Nature of Assignment</b>	<b>Latest Average AUM</b>	<b>% of Total industry AUM under each assignment</b>

### 3. Evaluation of Technology Partner for appointment of revamp assignments:

- i. The application shall be received as under:
  - (i) Technology Partner shall send its request for proposal (RFP) (in the format prescribed at Annexure-I below containing information sought as per serial No. 2.2 above) through hard copy; and
  - (ii) Technology Partner shall also submit composite fee Quote for the assignments mentioned in the section No. 1.1 of “invitation of appointment” along with the request for proposal (RFP). The fee quote should be in the format that is annexed to Annexure I of this RFP. If selected, the invoices must be raised separately for each activity showing the fee break up charged for each.
- ii. The Technology Firm will be evaluated based on the following parameters:
  - (i) Mandatory Information as mentioned above.
  - (ii) Experience of carrying out assignments for Mutual Fund houses having adequate assets under management, number of clients.
  - (iii) Weightage will be given to firms having relevant revamping experience with adequate experienced / qualified staff in the relevant field.
  - (iv) Amount of the fee quoted by the Technology Partner for the respective Assignments, as part of their application.

- iii. Merely submitting the RFP and the required information along with fee quote shall not automatically entitle the firm for appointment.
- iv. The Company reserves the right to cancel any or all the offers without assigning any reason whatsoever.

**4. Documents to be submitted with the application.**

Technology Partner shall submit the following documents along with the application.

- i. Mandatory information as per point No. 2.2 above and format given in this document – (Application for Appointment of Technology Partner).
- ii. Copies of certificate of experience and conduct of revamp assignment etc., in relation to similar assignment performed elsewhere, if any.
- iii. Letter of confirmation regarding non-disqualification of Technology Partner as per Annexure III

**5. General Conditions**

1.	No communication will be sent by CRAMC, and no correspondence will be entertained in respect of firms, which are not being considered for the assignment.
2.	The selected Firm, on receiving the offer letter from CRAMC, should submit the hard copies of Letter of acceptance of terms and conditions, undertaking letter, and Undertaking of Fidelity and Secrecy, as furnished in Annexure II, III, and IV respectively.
3.	The assignment should be carried out in a professional manner and in case of any misconduct & negligence, CRAMC is free to report the matter to Regulatory Authorities under relevant guidelines from time to time. This will be in addition to the disengagement from the assignment.
4.	All the necessary certificates relevant for this assignment shall be given on company's letterhead without any additional certification fee.
5.	By virtue of the engagement, the successful applicant's team may have access to business information of CRAMC. CRAMC shall always have the sole ownership of and the right to use, all such data in perpetuity during the selected firm performing the Service(s) under the Engagement.
6.	Appointment of Technology Partner shall be purely at discretion of CRAMC, and no rights whatsoever accrue to the firm for such appointment.
7.	Apart from the assignments mentioned in this RFP the selected Technology Partner is also expected to implement all SEBI and AMFI circulars issued from time to time and provide guidance to CRAMC for operational implementation of the same. Such input and assistance should be provided in the mentioned deadline post issuance of such circulars.
8.	CRAMC shall monitor the performance of the Technology Partner closely. CRAMC reserves the right to terminate the assignment, without assigning any reason. In case of termination of assignment, the remuneration for the residual period of the engagement shall not be payable by CRAMC.
9.	The Technology Partner shall adhere to the scope as may be decided by CRAMC from time to time.
10.	CRAMC reserves the right to seek views from the entities with whom the firm is/has been/was associated as Technology Partner.
11.	The firm shall not sub-contract without the express permission of CRAMC, part of the revamp work assigned to any outside firm or other persons even though such persons are qualified.
12.	Any other terms and conditions of the assignment would be decided by CRAMC on a case-to- case basis.

**6. Tenure of Assignment**

The performance of the Technology Partner shall be subject to an annual review by the Management and the Boards of CRAMC and CRMF. The tenure of the assignment will be decided after evaluation of the offers received. CRAMC reserves the right to terminate the assignment by issuing 30 days' notice in writing at any point in time without assigning any reasons.

#### **7. Payment of fee**

- i. The commercials would be decided based upon the quote received from the Technology Partner selected for the assignment, as part of this application and assignment shall be awarded accordingly.
- ii. No travelling allowance/ halting allowance shall be paid to the firm for carrying out the assignment. However, applicable statutory levies forming part of the invoices shall be paid as applicable from time to time in addition to basic fees.
- iii. Payment to the Technology Partner shall be subject to deduction of tax at source at appropriate rates then applicable.
- iv. All necessary documents that need to be given as part of assignment shall be given by the firm without any additional charges.
- v. Development code of the website, Database, CMS & other applications used in the website will be the property of CRAMC & should be handed over without any additional charges whenever required.
- vi. **The commercials, once fixed as per the RFP quote, will be payable as per the payment's terms decided mutually. In the event of a change in scope of assignment, the fee may be re-negotiated subject to CRAMC's decision being final.**

#### **8. Conduct and Performance Monitoring**

- i. CRAMC shall designate one of its senior officers who will be a single point of contact for coordinating the assignment.
- ii. CRAMC shall provide the technology partner with requisite initial information of its activities and further support.
- iii. CRAMC reserves its right to review the appointment at any point of time and if necessary, to cancel the appointment by giving 30 days written notice. In case of termination of assignment, the remuneration for the residual period of engagement shall not be payable by CRAMC.
- iv. The engagement partner of the firm is expected to attend the meeting of the Board of CRAMC and CRMF when the review items are put up for consideration.
- v. The Board may also like to separately interact with the Technology Partner at their discretion without the presence of CRAMC management.
- vi. The Technology Partner is expected to strictly abide by the Directions of the Board as advised from time to time. Further, the scope of revamp as defined in this document is indicative and is subject to revision/ modification/ alteration/ addition with the approval of the competent authority of the company.

#### **9. Representations and Warranties**

- i. That the Applicant is a Partnership firm/LLP which has the requisite qualifications, skills, experience, and expertise in providing Service(s) contemplated hereunder, the financial wherewithal, the power, and the authority to enter into the Engagement and provide the Service(s) sought by CRAMC.
- ii. That the Applicant is not involved in any major litigation, be it potential, threatened or existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) under this Engagement.
- iii. That the representations made by the Applicant in its application are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties,



obligations and responsibilities as laid down in the Engagement and the RFP Documents and unless CRAMC specifies to the contrary, the Applicant shall be bound by all the terms of the RFP.

- iv. That the Applicant has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the application and this Engagement.
- v. That the Applicant shall use such property of CRAMC as CRAMC may permit for the sole purpose of execution of its obligations under the terms of the RFP or the Engagement. The Applicant shall, however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- vi. That the Applicant shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/products free from all claims, titles, interests, and liens thereon and shall keep CRAMC, its directors, officers, employees, representatives, consultants, and agents indemnified in relation thereto.
- vii. That all the representations and warranties as have been made by the Applicant with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.
- viii. That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- ix. That there are – (a) no legal proceedings pending or threatened against Applicant or any of its partners or its team which adversely affect/may affect performance under this Engagement; and (b) no inquiries or investigations have been threatened, commenced, or pending against the Applicant or any of its Partners or its team members by any statutory or regulatory or investigative agencies.
- x. That the Applicant has the corporate power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate actions to authorize the execution, delivery, and performance by it of the Engagement.
- xi. That all conditions precedent under the Engagement have been complied with.
- xii. That neither the execution and delivery by the Applicant of the Engagement nor the Applicant's compliance with or performance of the terms and provisions of the Engagement
  - (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Applicant.
  - (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, or provisions of, or constitute a default under any agreement, contract or instrument to which the Applicant is a party or by which it or any of its property or assets is bound or to which it may be subject.

#### **10. Confidentiality**

The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Engagement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties agree to execute the Confidentiality Agreement prior to finalization of Engagement and shall abide by the terms and conditions of confidentiality as contained therein.

#### **11. Governing Law**

The Engagement shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Engagement.

**12. Jurisdiction of Courts**

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to the Engagement. These provisions shall survive the Engagement.

**13. Time Limit for the Commencement of Work**

Time limit for commencement of work shall be mutually decided at the time of award of Engagement.

**ANNEXURE – I**

FORMAT FOR APPLICATION FOR APPOINTMENT OF TECHNOLOGY PARTNER (on the letter head of the firm)

Date:

To,  
The Chief Operating Officer,  
Canara Robeco Asset Management Company Ltd  
4th Floor, Construction House,  
No.5 Walchand Hirachand Marg, Ballard Estate,  
Mumbai – 400001

**Sub: Application for participating in the RFP for appointment of Technology Partner to undertake the revamp of websites and mobile application of Canara Robeco Mutual Fund**

Dear Madam,

In respect of the appointment of Technology Partner for revamp of websites & mobile application of Canara Robeco Mutual Fund, please find enclosed our response to your RFP dated 14<sup>th</sup> December 2023.

1. Having examined the RFP document and the Scope, Eligibility Criteria and other terms and conditions as stipulated therein, we, the undersigned, hereby state that we are in conformity with the specified requirements and would like to offer to provide the Services as defined and described, on the terms and conditions mentioned in the RFP Document for the sum / price indicated as per quotation submitted along with the RFP as desired by you.
2. We certify that all the information and representations furnished herewith are true, correct, valid and subsisting in every respect and can be supported with relevant documents of proof on demand by CRAMC.
3. We are submitting the application for appointment of our firm for the revamp of websites & mobile application of Canara Robeco Mutual Fund:

**Assignments (Scope of Work)**

All the existing features, additional features, and new features that AMC will propose during the course will be part of the revamp project.

1. Revamp Catalogue Website: <https://www.canararobeco.com/>
  2. Revamp Investor Website: <https://www.canararobeco.com/smart-invest/sign-in>
  3. Revamp Distributor Website: <https://www.canararobeco.com/smartifa>
  4. Revamp Investor Education Website: <https://www.canararobeco.com/smartomorrow>
  5. Revamp Investor Mobile Application.
  6. Create Distributor Mobile Application.
- We will provide the details of IT Infra/Security required to host the web site, BCP (Primary & DR) will be part of solution architecture.

For all the above assignments, we are agreeable to make suitable recommendations/suggestions for change of:

1. User journey / workflow
2. UI / UX
3. Technology (Coding language, Content Management System, Database, Hosting Environment, etc.)
4. Software
5. Marketability / SEO friendliness

Post go LIVE of all the above-mentioned digital assets, a dedicated team will be assigned on Retainer basis who will be working on bugs, issues, enhancements, VAPT points, Audit points, Regulatory requirements and any other activities as requested by the AMC.

4. We agree and undertake that if our proposal is accepted, we shall provide the Services comprised in the scope within the timeframe specified, starting from the date of receipt of notification of award from CRAMC.
5. We agree and undertake to abide by the terms and conditions, provisions, stipulations, and covenants from time to time and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We understand that you are not bound to accept our request for participation in the process or not bound to accept our proposals that you may receive or give any reason for rejection of any application. We also agree and confirm that we will not claim any expenses incurred by us in preparing and submitting this proposal.
7. We are also aware that CRAMC has also right to re-issue / re-commence the selection process, to which we do not have right to object and have no reservation in this regard; the decision of CRAMC in this regard shall be final, conclusive, and binding upon us.
8. The entire set of documents, information about our firm, and clients etc. are enclosed hereto and shall form part of this application.
9. We enclose herewith our firm's profile (as per the prescribed format attached) for your perusal.
10. I/we hereby declare that neither I nor any of our partners/ members of my/ their families (family will include besides spouse, children, parents, brothers, sisters, or any of them who are wholly or mainly dependent) or the firm/Company in which I/they are partners/directors have been declared as wilful defaulter by any bank / financial institution.
11. I/We hereby confirm that I/We am/are not disqualified/ineligible for appointment as Technology Partner of the Canara Robeco Mutual Fund under any regulations.
12. We are willing to execute any documents as may be required to formalise the terms of engagement, including a non-disclosure agreement and /or detailed Service Agreement.

I / We confirm that the information furnished here is true to the best of my/our knowledge.

Thanking you,

Yours faithfully,

For Technology Partner

**NOTE:**

- 1) All mandatory information requested for as per point No. 2.2 of the RFP should be submitted.
- 2) Incomplete applications and / or applications not in format may be rejected without any further reference.
- 3) The applications should be submitted in the prescribed format by Hard Copy, within the time limits mentioned in the Invitation for appointment.
- 4) The firms not fulfilling the minimum eligibility criteria are not eligible for appointment.

**FORMAT FOR COMMERCIALS FOR REVAMP FORMING PART OF ANNEXURE I  
(To be submitted along with the RFP)**

Date:

To,  
The Chief Operating Officer,  
Canara Robeco Asset Management Company Ltd  
4th Floor, Construction House,  
No.5 Walchand Hirachand Marg, Ballard Estate,  
Mumbai – 400001

**Commercials for revamp of websites & mobile application of Canara Robeco Mutual Fund**

Dear Madam,

In continuation of our application for appointment of our firm for revamp of your websites & mobile application, we quote commercials as under:

Sr. No.	Particulars of Assignment	One-time Revamp Cost (Inclusive of 1 <sup>st</sup> year maintenance)	Yearly Maintenance Cost
1.	Revamp Catalogue Website: <a href="https://www.canararobeco.com/">https://www.canararobeco.com/</a>		
2.	Revamp Investor Website: <a href="https://www.canararobeco.com/smart-invest/sign-in">https://www.canararobeco.com/smart-invest/sign-in</a>		
3.	Revamp Distributor Website: <a href="https://www.canararobeco.com/smartifa">https://www.canararobeco.com/smartifa</a>		
4.	Revamp Investor Education Website: <a href="https://www.canararobeco.com/smartomorrow">https://www.canararobeco.com/smartomorrow</a>		
5.	Revamp Investor Mobile Application		
6.	Create Distributor Mobile Application		

Thanking you,

Your faithfully,

For Technology Partner

**Annexure-II**

**(Proforma Letter of acceptance to be obtained on firm's Letter head in the event of selection as the Technology Partner)**

Date:

To,  
The Chief Operating Officer,  
Canara Robeco Asset Management Company Ltd  
4th Floor, Construction House,  
No.5 Walchand Hirachand Marg, Ballard Estate,  
Mumbai – 400001

Dear Madam,

**Sub: Revamp of websites & mobile applications of Canara Robeco Mutual Fund**

With reference to your letter No. \_\_\_\_\_ dated \_\_\_\_\_ on the subject matter, we do hereby convey our acceptance to undertake the above-mentioned Revamp of websites & mobile application of Canara Robeco Mutual Fund on the terms and conditions of the engagement letter to be exchanged between us.

As desired by you, we send herewith the Declaration of **Fidelity and Secrecy and Declaration regarding non-disqualification** etc., in the enclosed proforma.

Your faithfully,

(Technology Partner)  
Name of Signatory & Rubber Stamp

Encl: as above.

**Annexure-III****Letter of confirmation regarding non-disqualification of Technology Partner (to be submitted on letter head)**

Date:

To,  
The Chief Operating Officer,  
Canara Robeco Asset Management Company Ltd  
4th Floor, Construction House,  
No.5 Walchand Hirachand Marg, Ballard Estate,  
Mumbai – 400001

Dear Madam,

With reference to your letter No.\_\_\_\_\_dated \_\_\_\_\_, I/we confirm as follows: -

1. I am/ Any of our partners is not an officer/employee of your company.
2. I am/ Any of our partners is not a partner or in employment of any office or employee of your company.
3. I am/ We are not otherwise disqualified to accept the assignment in terms of various provisions of law governing this assignment.
4. I/ We also confirm that I/ we will not be disqualified during the course of assignment for any of the reasons mentioned above.
5. I/ We undertake not to subcontract the assignment work assigned to me/us to any outsider.

Your faithfully,

(Technology Partner)

Name of Signatory &amp; Rubber Stamp



**ANNEXURE IV****Declaration of Fidelity and Secrecy (to be submitted on letter head)**

I/We, \_\_\_\_\_ in the capacity of \_\_\_\_\_ do hereby declare that I/ we will faithfully, truly and to the best of my/ our skill and ability execute and perform the duties required of me/us as Technology Partner of Canara Robeco Mutual Fund and which properly relate to the office of position in the said Canara Robeco Asset Management Company Ltd/Canara Robeco Mutual Fund held by me/ us.

I/ We further declare that I/ we will not communicate or allow to be communicated to any person not legally entitled thereto any information relating to the affairs of Canara Robeco Asset Management Company Ltd/Canara Robeco Mutual Fund or the affairs of any person having any dealing with Canara Robeco Asset Management Company Ltd/Canara Robeco Mutual Fund, nor will I/ we allow any such person to inspect or have access to any books or documents belonging to or in the possession of Canara Robeco Asset Management Company Ltd/Canara Robeco Mutual Fund and relating to the business of Canara Robeco Asset Management Company Ltd/Canara Robeco Mutual Fund or to the business of any person having any dealing with Canara Robeco Asset Management Company Ltd/Canara Robeco Mutual Fund.

Your faithfully,

(Technology Partner)

Name of Signatory & Rubber Stamp