

Request for Proposal (RFP) Of
Website Development (including
Investor Portal and Distributor
Portal) Hosting and Website
Maintenance for
Union Asset Management Company
Private Limited

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1. Introduction

Union Asset Management Company Private Limited (Union AMC) is the Asset Management Company, which manages the various schemes of Union Mutual Fund. Union AMC is a subsidiary of Union Bank of India.

Union Asset Management Company Private Limited (the AMC) offers approved investment funds, open-ended and close-ended funds to investors, so as to bridge the gap of his/her financial needs.

Union AMC is looking for a customized corporate website development, Investor Portal and Distributor Portal applications, which includes the Customer portal (Pre-Login), Distributor and Customer pre-login, Distributor and Customer Post-login sections, Admin Portal, Documents and Annual Maintenance and Support, General Requirements and Warranty.

2. RFP Schedule

Particulars	Requirements and Dates
RFP Issue Date	15th December, 2020
Last Date for Submission of RFP response	RFP response to be submitted in sealed envelope latest by 28th December 2020 by 8 pm.
Address for Communication	Mr. Yunus Sagari Head – Information Technology Unit 503, 5th Floor, Leela Business Park Andheri Kurla Road, Andheri (East), Mumbai - 400059 D: +9122 6748 3310 O: +9122 6748 3300 yunus.sagari@unionmf.com
Mode of Sending the RFP response	By Post/Hand delivery in Sealed Envelope

3. RFP Response:

The vendor will be evaluated on the basis of the responses provided as per the attached file. The RFP response should be strictly in the format provided below.

The attached file has following three tabs, which needs to be completed by the interested Vendors. Incomplete responses without relevant supporting documents may be rejected by the Company.

1. General Eligibility Criteria as given in the attached format – Annexure I
2. Technical Summary & Scope of Work as per the attached format – Annexure II
3. Pricing Summary to be submitted by the Vendor as per the attached format – Annexure III

4. [Eligibility Criteria \(Annexure I\)](#)

Vendors should qualify the general eligibility criteria as given in the Annexure I to participate in the RFP

5. [Technical details of the Project and Scope of Work \(Annexure II\)](#)

Union AMC is looking for complete corporate website, Investor Portal and Distributor Portal customize Solution which includes the below facilities in the application.

Please refer the detailed scope mentioned in Annexure II of Technical Summary and respond with your comments.

- ✓ The bidder is responsible for developing, delivering and deploying the solution in UAT, Production and DR environments. Including integration, acceptance testing, documentation, warranty, annual maintenance contracts and SLA's.
- ✓ The bidder has to configure the application with full features as per the requirement of the Union AMC and provide on-site support & training during the Contract Period.
- ✓ Bidder shall cover the task of configuring/re-configuring operating system/ software, virtual machines, other hardware/software resources, Operating System Hardening, Database Hardening and Loading of the other system software procured either from the bidder or any other vendor, Performance tuning, Loading & configuring application, integrating with the other hardware procured by the Union AMC.
- ✓ Assisting client in Development, Installation, Configuration, Data/OS Migration & all relevant components in the Union AMC environment.

6. [Payment Terms \(Annexure III\)](#)

Please refer the details in the Annexure III of Pricing Summary.

7. Project Timelines

Project Timelines		
1	Providing the detailed Project implementation plan and the Architecture And Data Flow Diagrams.	Overall Project timeline is to go live with all the modules within 6 months from the date of acceptance of purchase order

Penalty clause:

1. For any delay in delivery of required deliverables on account of the Vendor, the AMC is entitled to penalize the vendor, For any delay in completion of entire project as per the agreed project time lines, the AMC is entitled to penalize the Vendor, 1% of the total Project Cost as penalty for each week of delay beyond 6 months. For delays less than a week the penalty will be calculated proportionately.
2. AMC reserves the right to extend or reduce the project timelines after due written intimation to the selected Vendors.

8. AMC's Right To Accept Any Bid and to reject any or All Bid

The AMC reserves the right to accept or reject any bid / proposal by the vendor in part or in full, and to annul the RFP process and reject all bids at any time prior to after the release of PO/contract award, without giving any reasons to do so and without thereby incurring any liability to the vendor/bidders or any obligation to inform the affected bidder.

The AMC reserves the right to select a Vendor based on the technical superiority, better experience (in the interpretation of AMC, which cannot be challenged by any of the bidders) even if the concerned bid is not the lowest among all the responses received under the RFP.

9. Other Terms and Conditions

AMC reserves the right to:-

1. Reject any and all responses received in response to the RFP
2. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery
3. Negotiate any aspect of the proposal with any vendor/bidder and negotiate with more than one bidder at one time
4. Extend the time for submission of all proposals
5. Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
6. Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
7. Share the information / clarifications provided in response to the RFP by any bidder, with any other bidder(s) / others, in any form.
8. Cancel the RFP at any stage
9. Interview the personnel being deployed on the project or take feedback from vendor clients
10. Take presentations on proposed solution of the bidders.

10. Legal Terms and Conditions

1. **INDEMNIFICATION:** The interested vendors shall defend, indemnify and hold harmless ("Indemnifying Party") the Company and each of its officers, directors, employees, representatives, successors and permitted assigns (individually and collectively the "Indemnified Parties"), from and against any and all costs, charges, claims, losses, expenses, damages, liabilities, awards, judgments, fines and the like which may be caused to or suffered by the Indemnified Parties or made or taken against that Indemnified Party arising out of or in connection with any suit, action, claim, regulatory investigation or action or any other case such as negligence, willful misconduct, error, fraud or improper act, incorrect act, wrongful act, commission or omissions in connection with the Services and to compensate the Indemnified Party for any damage suffered directly or indirectly arising out of the breach of this Agreement by any Party or its personnel.

Indemnification under this proposal is conditioned on the relevant Indemnified Party giving notice of any such Losses to the Indemnifying Party within sufficient time to enable the Indemnifying Party to defend against the Losses, provided that the failure to give such notice shall not relieve the Indemnifying Party of its obligation hereunder unless its defense of such claim is prejudiced thereby. This Indemnification Clause shall survive the termination of the Agreements entered under this RFP.

2. **GENERAL CONVENANTS:** Both Parties shall use all reasonable care in rendering the services and performing their duties and obligations under this RFP and the same shall be of the highest quality to the best of their ability. Both Parties shall at all times conduct themselves within the parameters of law and in the event of any offence being committed by employees of either party, the other party shall not be directly or vicariously liable. Both Parties shall at all-time take and maintain all such security precautions, checks and controls as may be necessary for or in connection with the discharge of their respective duties and obligations under this RFP. Both Parties shall not print or publish anything which is illegal or the information that is incorrect and either directly or indirectly detrimental to the reputation of the other Party or the Mutual Fund or which may be in any manner harmful to or against the interests of the other Party or the Mutual Fund or which may be in any result in a contravention of the provisions of MF Regulations or any law, rules, regulations, statutes or any guidelines of a statutory authority from time to time in force. Both the Parties hereby agree that this Agreement is of a non- exclusive basis and the parties are at liberty to enter into similar agreements with others and acknowledge similar agreements already entered. Both the Parties hereby agree that the rights and responsibilities under this agreement shall not be assignable by either Party without the prior consent of the other Party.
3. **AMENDMENTS:** No modification or amendment of this RFP and other relevant agreements and no waiver of the terms or conditions hereto shall be binding unless made specifically in writing and upon the mutual consent of the Parties.
4. **CONFIDENTIALITY:** Each interested Vendor acknowledges that all information about the other Party, its customers, strategy, projects and investments it gains knowledge of in the performance of the Agreement, is strictly confidential. This, however, is not the case for:

- information in the public domain or information which has legitimately been made public without contravening the present Agreement or any other law or regulation that protect business secrecy;
- information which has been developed or discovered completely independently of the other party without recourse to the confidential information;
- Information that was demonstrably known to a party (without an obligation of confidentiality) prior to its disclosure hereunder or under any other related agreement between the parties; general ideas and methods.

No party shall, both during the Agreement and after it has come to an end, directly nor indirectly divulge this confidential information to third parties, verbally or in writing or by any other means, unless the other party has given its prior consent or unless this is necessary for legal, accounting or regulatory reasons. In the latter event, the Party disclosing the details shall inform the other Party at the earliest opportunity unless prohibited by law.

This Clause shall survive the termination of this Agreement.

5. **DISPUTE RESOLUTION:** The provisions of the Agreement under this RFP shall be governed by, and construed in accordance with Indian law. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitral tribunal shall be composed of three arbitrators, one arbitrator to be appointed by each Party and third arbitrator appointed by the mutual consent of the arbitrators so appointed. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The rights and obligations of the Parties under, or pursuant to, this clause, including the arbitration agreement in this clause, shall be governed by and subject to Indian law. This Clause shall survive the termination of this Agreement.

6. **TERM AND TERMINATION:** The Agreements, which will be entered under this RFP, shall continue for at least 1 year from the services going live or as per agreed terms and conditions between parties. Thereafter, the agreements shall be renewed every year unless earlier terminated as per the provisions of Agreement. Such renewal shall be automatic renewal for successive one- year periods unless either Party elects not to renew by giving not less than Ninety (90) days prior written notice to the other party. Such automatic renewals do not require any intimation of such renewals to each other.

The Agreements shall terminate forthwith if either Party becomes insolvent/bankrupt, files a petition for, or has a petition for, winding up filed against it or has a receiver or administrator appointed over any of its assets.

Each Party shall have the right to terminate the Agreements forthwith, by giving notice in writing of 30 days to the other, if the other Party engages in fraud or other illegal activities or if

the other commits a material breach of this Agreement and fails to remedy such breach (if capable of remedy) of being requested to do so.

Notwithstanding anything contained herein, both Parties reserve the right to terminate this Agreement by giving at least 90 days prior written notice, without assigning any reason.

In the event that this Agreement is terminated for any reason, each Party shall forthwith, hand over to the other the possession of all documents, materials and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals assigned to perform the services under this Agreement. Both Parties shall forthwith stop representing the other's services in any manner and for any reason whatsoever.

Provisions of this Agreement, which by their nature are intended to continue to apply after termination of this Agreement, shall continue to apply notwithstanding termination of this Agreement.

Union Asset Management Company Private (AMC) Limited reserves the right to forthwith terminate the agreement with a right to full refund of the advance payments (if any) made to any person for any reason whatsoever:

- a) If in the course of any judicial proceeding it is found that the vendor has knowingly participated in or connived at any fraud, dishonesty or misrepresentation, financial irregularities against the AMC
- b) if the vendor acts in any other manner prejudicial to the interest of the AMC
- c) if vendor does not comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirement of law;
- d) If vendor does not comply with any of the clauses of this Agreement and the changes made there to from time to time.
- e) Any other reason deemed fit by the AMC.

The agreement shall stand automatically terminated without any notice from the AMC /Union Mutual Fund upon disqualification or withdrawal of regulatory /government approval to act in the capacity contemplated herein or if the agreement becomes illegal, invalid or unenforceable due to change in law or if the performance of the other party's obligations under this agreement becomes impossible due to legal / regulatory reasons.