

Delhi Development Authority
Office of Sr. Accounts Officer (Accounts) Main
2nd Floor, B-Block, VikasSadan, INA, New Delhi - 110023

PUBLIC NOTICE

DDA Intends to Engage Investment Advisor for DDA's Surplus and Retirement Funds through open Tender Process for a period of one year subject to satisfactory performance of the Agency. The statement containing basic eligibility criteria & other terms and conditions, technical evaluation criteria, scope of services, document checklist and draft agreement are mentioned in Annexure A, B, C, D and E respectively.

Interested Agencies are requested to send their credentials/information with respect to every qualifying parameter as specified in technical evaluation criteria stated in Annexure B duly supported by the relevant documents as specified in Annexure D. You are requested to submit your offer with all necessary information in two parts i.e. technical and financial bid. Both parts of the offer must be submitted in separate sealed envelopes clearly mentioning Part-I (Technical Bid) and Part-II (Financial Bid) on the covers itself. Both parts of the offer should be addressed to the Chief Accounts Officer, DDA and must be put inside the tender box kept in the Office of Chief Accounts Officer, DDA at the address mentioned below:-

Chief Accounts Officer, DDA
Room No. B-205, 2nd Floor,
VikasSadan, INA, New Delhi- 110023.

The time schedule for submission and opening of tenders is shown below:-

S.No.	Description	Date	Time
1.	Pre-bid meeting.	16.12.2021	03:00 P.M.
2.	Last date of submission of Technical and Financial Bids.	22.12.2021	03:00 P.M
3.	Opening of Technical Bid.	22.12.2021	03:30 P.M

In case it is found that the application is incomplete or contains false information, the same will be summarily rejected. Further, if at any time, the intending agency is debarred/blacklisted for participation on the subject matter by any of the organization, the status of the same should be disclosed clearly.

DDA reserves the right to accept or reject all or any of the application. DDA also reserves the right to modify the Basic eligibility criteria/ terms & conditions. It will be the responsibility of the applicant to submit all the Required documents mentioned in Annexure – D.

The Applications through post and after prescribed date and time will not be accepted.

Sd/-

Sr. AO (A/Cs) Main

Basic Eligibility Criteria and Other Terms and Conditions for selection of Agency for Portfolio Advisory and MIS Management Services for DDA's Surplus and Retirement Funds

Basic Eligibility Criteria

1. The bidder or its Group Company should have its functional office located at any place in Delhi/NCR Delhi.
2. The intending agency should not have been debarred/blacklisted by any regulator or government authority or court of law from carrying out capital market related activities or rendering advisory services or by any of its clients from rendering portfolio management/advisory services or any other capital market related services offered by the agency during any of the last three financial years and an affidavit to this effect must be given. If any of the agency has been debarred/blacklisted, the status of the same needs to be disclosed by the intending agency.
3. The intending agency should not have been removed for non-performance from any advisory assignment during any of the last three financial years and an affidavit to this effect must be given. If any of the agency has been so removed, the status of the same needs to be disclosed clearly by the intending agency.
4. If at any stage, it comes to the knowledge of DDA that the advisor has been blacklisted/debarred or removed for non- performance and has disclosed the same in the undertaking furnished by the agency, then DDA may reject the bid submitted by the agency. In case, the same comes to knowledge of DDA after appointment of the agency, then the contract is liable to be terminated with immediate effect.
5. There are no legal or arbitration proceedings or any proceedings by or before any government or regulatory authority or agency, now pending or threatened against the agency which if adversely determined could reasonably be expected to have a material adverse effect on the ability of the agency to perform the obligations under the assignment. An affidavit to this effect may be given.
6. An undertaking must be given by the intending agency that the agency, if selected, will not participate as an arranger in the bidding process directly or indirectly for investment of DDA's Surplus and Retirement Funds.
7. All investments will be made by DDA in direct mode.

Other Terms and Conditions.

1. The technical bid and financial bid should be submitted in two separate sealed envelopes properly depicting the bid with the name of bidder.
2. Maximum Score for Technical bid-80 marks and Maximum score for financial bid-20 marks.
3. Minimum Score for qualifying the technical bid shall be 60% of the maximum score assigned to the Technical bid i.e. 48 marks.
4. The financial bids of only technically qualified bidders will be considered.
5. The lowest evaluated financial proposal, (Fm) (Fees quoted up to Rs. 1000 per month shall be taken as Rs. 1000 for calculation of financial bid score only) will be given the maximum financial score (sf) of 20 points. The financial scores (sf) of other financial proposals will be computed as under:-
 $Sf = 20 * Fm / F$, in which Fm is the lowest price and F the price of the proposal under consideration.

6. The evaluation of bids will be on the basis of quality-cum cost basis where aggregate score of technical bid and financial bid would be considered and the agencies will be ranked accordingly.
7. In case of Tie in marks, the agency with higher Technical score will be selected. Further, in case of tie in Technical score, selection will be made on the following basis:-
 - (a) The bidding entity with the highest number of advisory mandates with PSU's/Autonomous bodies/Government organizations as on 31.03.2021.
 - (b) In case tie persists, the bidder with the highest AUM as on 31.03.2021.
8. The selected agency shall be required to execute agreement with DDA. The specimen agreement is attached herewith at Annexure D.
9. The incomplete tender or tender containing false information will be summarily rejected.
10. The documents should be page numbered and arranged in sequence as per Technical Evaluation Criteria.
11. DDA reserves the right to accept or reject the bids.
12. DDA also reserves the right to modify the scope of work.

TECHNICAL EVALUATION CRITERIA PROFORMA FOR THE SELECTION OF AGENCY FOR PORTFOLIO ADVISORY AND MIS MANAGEMENT SERVICES FOR DDA SURPLUS FUNDS

Sl. No.	Evaluation Criteria	Documents Required	Parameter	Min. Marks	Max. Marks.	DETAILS TO BE FURNISHED BY BIDDER					
1	2	3	4	5	6	7					
1	The bidder or its Group Company should hold a valid SEBI Registration as Category-I Merchant Banker/Portfolio Manager for rendering investment Advisory Services as investment Advisor continuously for not less than 5 years as on the date of inviting the bid . (A copy of SEBI Registration Certificate should be enclosed).	Registration Certificate	Registration with SEBI for less than 5 Years Registration with SEBI is in continuity for 5 Years. For every additional completed year, 1 more mark will be awarded.	0 5	10	Regn.No.	Period	Ref. page No.			
2	The bidder or its Group Company should have an Advisory Research Team, atleast two of the team member should be certified CFP/CFA (Certified Financial Planner/Chartered Financial Analyst)/ CA/CMA/MBA(Finance). Such persons should have been working continuously for two years with bidder or its group company as on 31.03.2021	1. Qualification Certificate 2. Certificate showing the period of continuous employment with the agency	Number of CFP/ CFA/ CA/ CMA/ MBA (Finance) Professional less than two. Number of CFP/ CFA/ CA/ CMA/ MBA (Finance) Professional minimum 2 For every additional such professional, 1 more mark will be awarded.	0 5	10	Name	Qualification	period		Copy of certificate Ref. page No.	

3	The bidder or its group company should have been associated as a portfolio advisor for surplus funds and/or retirement funds at least for two years during the last three years with minimum three public sector undertakings / Government Organisations/ Autonomous Bodies having average net worth of at least Rs. 200.00 crores during the last three financial years, i.e. 2018-19, 2019-20 and 2020-21	1. Copy of Award Letter/Agreement issued by the concerned PSU/ Government Organisation/ Autonomous body clearly specifying the association for providing Advisory Services for surplus funds and/or retirement funds for atleast two years during the last three Financial years i.e. 2018-19, 2019-20 and 2020-21. 2. Networth duly certified by C.A.	Number of PSUs/Government Organisations/Autonomous Bodies with which bidder is associated less than three Number of minimum PSUs/Government Organisations/Autonomous Bodies with which bidder or its group company associated is -Three For such every additional number of PSUs/ Government Organisations/Autonomous Bodies, 1 more marks will be awarded.	0 10	25	Name of PSU/ Govt.Orgn.	Avg. Net worth	Ref. page No.	
4	The bidder or its Group Company should be managing average Assets under Management (AUM) of Rs. 5000.00 Crore during the last three financial years, i.e. 2018-19, 2019-20 and 2020-21 in respect of Surplus Funds and/or Retirement Funds Investments of PSU/Autonomous Bodies/Govt.Organisation .	AUM Certificate duly certified by a Chartered Accountant.	The Bidder or its Group Company managing AUM less than Rs. 5000 Crore The Bidder or its Group Company managing minimum AUM of Rs. 5000 Crore For every additional Rs. 1000 Crore, 1 more mark will be awarded.	0 10	25	Name of PSU/ Govt.Orgn.	Avg. AUM	Ref. page No.	
5	The bidder or its group company should have an agreegate minimum net worth of Rs. 20.00 Crore as on 31.03.2021.	Net Worth duly certified by a Chartered Accountant.	Agreegate Net worth being less than Rs. 20.00 Crore as on 31.03.2021. Agreegate Net Worth of Rs. 20.00 Crore as on 31.03.2021. For every additional Rs. 10.00 Crore of net worth, 1 more mark will be awarded	0 5	10	Ref. page No.			
Maximum Marks					80				

Annexure C

Scope of Services

1. Portfolio Advisory Services

- i) Market Buzz and Regular updates (Monthly and upon occurrence of any major event).
- ii) Regular Market Outlook update and interest rate round up (Monthly).
- iii) Assist in updating the changes in Statutes/Legislations/Guidelines and accordingly advice changes to be adopted in the internal Investment Guidelines/Strategies for Regulatory Compliance. At present, DDA is following Department of Public Enterprises guidelines for investment of Surplus funds and Ministry of Finance guidelines for investment of Retirement funds.
- iv) Market views and research support on fixed income, money market, industry, funds, macro and micro analysis including fundamental research covering analysis of major events having a bearing on the domestic markets and analysis of the world events having a potential to affect the Domestic Investment scenario.
- v) Monthly Portfolio Analysis, regularly update DDA about the performance of existing investments.
- vi) Pre Investment meeting with the Committee members wherein based on the portfolio and market outlook investment avenues can be discussed.
- vii) Advice regarding exercising the option for timely exit in case of volatile market conditions especially for under -performing investments.
- viii) Quotation Compilation and presenting comparative analysis of the quotes received and giving recommendations for investments.
- ix) Giving regular updates about the ever changing market scenarios and advising about timely investment and exit calls.
- x) Macroeconomic Outlook (Monthly/Quarterly).
- xi) Research & Analytics (Monthly/Quarterly).
- xii) Advising the organisation for better management of cash flows to address the Asset Liability Mismatch (ALM) in due course of time in order to ensure a high level of efficiency and effectiveness of the administration of the funds.
- xiii) Periodic investment review for Statutory Investment Compliance of DPE/MOF guidelines.
- xiv) Periodic review of fund positions and suggest DDA to deploy the available surplus in a timely and efficient manner and restructuring of the funds wherever required.
- xv) Rendering advice for restructuring of portfolio including churning of low yielding investments.

2. MIS Management Services

- i) Monthly submission of report detailing the amount receivable on account of encashment and interest proceeds in respect of DDASurplus/Retirement Funds.
- ii) Tallying the investments and cross checking the transfer of securities in respective Demat/CSGL Accounts.
- iii) Ensuring KYC Compliance and contact updates for ensuring timely transmission of funds in the respective accounts.
- iv) Pre and post follow up with the issuer/organisation from where the maturity/interest proceeds is due for payment.
- v) In case of delay or non-payment of interest/maturity receipts, necessary follow up with the respective issuer/organisation.
- vi) After doing necessary regular follow up, if issue remains unaddressed then timey appraising DDA about the ongoing deliberation for the settlement of the issue.
- vii) Even after initiation of follow up for three weeks, if issue remains inconclusive and unaddressed then suggesting DDA to take suitable action including initiating legal steps.
- viii) Reconciliation of interest and maturity receipts with reference to the bank statements.
- ix) Reconciliation of position of holding of the purchased and matured securities with reference to the Bill Register/Minutes, Demat and CSGL Statements.
- x) Identifying securities on which TDS is being deducted and informing DDA to take corrective action.

3. Mutual Fund

- i) Identifying top performing schemes and giving detailed recommendations with justifications for investments.
- ii) Pre Investment meeting with the Committee members wherein based on the market outlook and recommended schemes, investment avenues can be discussed.
- iii) Ensuring KYC Compliance and contact updates for ensuring timely transmission of funds in the respective accounts.
- iv) Regular updates regarding performance of the existing mutual fund investments.
- v) Regular review of performance of mutual fund investments and advising exit from mutual fund schemes when the returns and future outlook of certain schemes does not look promising.
- vi) Regular Market Outlook update and suggest DDA to deploy the available surplus in a timely and efficient manner.
- vii) Churning advice on Portfolio.
- viii) Assisting and advising in direct investment in Mutual Funds to DDA.

Annexure D:-Document Checklist

Criteria	Particulars	Document to be submitted
Basic Eligibility Criteria No. 1	Functional Office Located in Delhi/NCR	Electricity Bill/ Telephone Bill/ GST registration/Bank statement in the name of bidder
Basic Eligibility Criteria No. 2	The agency has not been debarred/blacklisted by any regulator or government authority or court of law from carrying out capital market related activities or rendering advisory services or by any of its clients from rendering portfolio management/advisory services or any other capital market related services offered by the agency during any of the last three financial years.	An affidavit by the Chief Executive Officer or Managing Director or equivalent and duly notarised by a public notary confirming that the agency has not been blacklisted or debarred by any regulator or government authority or court of law from carrying out capital market related activities or rendering advisory services or by any of its clients from rendering portfolio management/advisory services or any other capital market related services offered by the agency during any of the last three financial years.
Basic Eligibility Criteria No. 3	The agency has not been removed for non-performance from any advisory assignment during any of the last three financial years.	An affidavit by the Chief Executive Officer or Managing Director or equivalent and duly notarised by a public notary confirming that the agency has not been removed for non-performance from any advisory assignment during any of the last three financial

		years.
Basic Eligibility Criteria No. 5	<i>There are no legal or arbitration proceedings or any proceedings by or before any government or regulatory authority or agency, now pending or threatened against the agency which if adversely determined could reasonably be expected to have a material adverse effect on the ability of the agency to perform the obligations under the assignment.</i>	An affidavit by the Chief Executive Officer or Managing Director or equivalent and duly notarised by a public notary confirming that <i>there are no legal or arbitration proceedings or any proceedings by or before any government or regulatory authority or agency, now pending or threatened against the agency which if adversely determined could reasonable be expected to have a material adverse effect on the ability of the agency to perform the obligations under the assignment.</i>
Basic Eligibility Criteria No. 6	The agency, if selected, will not participate as an arranger in the bidding process directly or indirectly for investment of DDA's Surplus and Retirement Funds.	An undertaking from the Chief executive Officer or Managing Director or equivalent certifying that the agency will not participate as an arranger in the bidding process directly or indirectly for investment of DDA's Surplus/Retirement Funds.
Technical Evaluation Criteria No.1	A valid SEBI Registration as Category-I Merchant Banker/Portfolio Manager for rendering investment Advisory Services as investment Advisor continuously for not less than 5 years as on the date of inviting the bid	Copy of SEBI registration Certificate.

Technical Criteria No.2	Evaluation	Advisory Research Team, atleast two of the team member should be certified CFP/CFA (Certified Financial Planner/Chartered Financial Analyst)/CA/CMA/MBA(Finance).Such persons should have been working continuously for two years with the bidder or group company as on 31.03.2021.	1. Qualification Certificate 2. Certificate showing the period of continuous employment with the agency of the Team members
Technical Criteria No.3	Evaluation	Association as a portfolio advisor for surplus funds and/or retirement funds at least for two years during the last three years with minimum three public sector undertakings / Government Organisations/ Autonomous Bodies having average net worth of at least Rs. 200.00 crores during the last three financial years, i.e. 2018-19, 2019-20 and 2020-21.	1. Copy of Award Letter/Agreement issued by the concerned PSU/ Government Organisation/ Autonomous body clearly specifying the association for providing Advisory Services for surplus funds and/or retirement funds for atleast two years during the last three Financial years i.e. 2018-19, 2019-20 and 2020-21. 2. Networth duly certified by C.A.
Technical Criteria No.4	Evaluation	Average Assets under Management (AUM) of Rs. 5000.00 Crore during the last three financial years, i.e. 2018-19, 2019-20 and 2020-21 in respect of Surplus Funds and/or Retirement Funds Investments of PSU/Autonomous Bodies/Govt.Organisation .	AUM Certificate duly certified by a Chartered Accountant.
Technical Criteria No.5	Evaluation	Aggregate minimum net worth of Rs. 20.00 Crore as on 31.03.2021.	Net Worth duly certified by a Chartered Accountant.

Annexure E

AGREEMENT FOR INVESTMENT ADVISORY SERVICES

This **AGREEMENT FOR INVESTMENT ADVISORY SERVICES** (hereinafter referred to as the “**Agreement**”) entered into at Delhi is made on the ____ day of _____ 2021 between:

1. **DELHI DEVELOPMENT AUTHORITY**, an autonomous body created under the provisions of the Delhi Development Act, 1957 with its registered office at B-215 A, **VIKAS SADAN, INA, NEW DELHI - 110023** (hereinafter referred to as “**DDA**”), which expression shall, unless repugnant to or inconsistent with the subject or context thereof, be deemed to mean and include its successors and permitted assignees of the **FIRST PART**.

AND

2. **(Name of Advisor)**, a company incorporated under the Companies Act, 1956 and having its registered office at ----- (hereinafter referred to as “-----”), which expression shall unless repugnant to or inconsistent with the subject or context thereof be deemed to include, its successors and assignees, of the **OTHER PART**;

(Name of Advisor) and the **DDA** are hereinafter individually referred to as a “**Party**” and collectively referred to as “**Parties**”.

WHEREAS

- A. **(Name of Advisor)** is a portfolio manager registered with the Securities and Exchange Board of India (“**SEBI**”) *vide* registration no.: ----- **dated** -----, ----- is carrying on business of portfolio management services including rendering discretionary, non-discretionary and advisory services to its clients. ----- is exempted from seeking registration as an Investment Advisor on account of its registration with SEBI;
- B. **DDA** has appointed **(Name of Advisor)** hereinafter referred to as “**Portfolio Advisor**” for providing Portfolio Advisory and MIS Management Service for **DDA's** Surplus/ Retirement Funds in accordance with the terms and conditions as set out herein and SEBI (Portfolio Managers) Regulations 1993.
- C. **(Name of Advisor)** and the **DDA** hereby record their mutual understanding and their common intention in the manner hereinafter provided.
- D. **(Name of Advisor)** is willing to perform the services as detailed in clause No.2 of this Agreement and furnish such services on terms and conditions set forth.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **DEFINITION**

In this Agreement unless repugnant to or inconsistent with the context or meaning thereof otherwise requires, the following terms, when capitalised, shall have the meaning assigned herein when used in this Agreement. When not capitalised, such words shall be attributed their ordinary meaning.

- 1.1. “**Applicable Law**” shall include provisions of the Income Tax Act, 1961; Companies Act, 2013; Indian Trusts Act, 1882 and Provident Funds and Miscellaneous Provisions Act, 1952; SEBI (Portfolio Managers) Regulations, 1993 as well as notifications, circulars and directives of the Securities and Exchange Board of India, the Employees’ Provident Fund Organisation and the Central Government.

- 1.2. “**Authorised Representative**” shall mean the persons specified in the Board Resolution of DDA and Trust and any change thereto communicated to the Portfolio Advisor.
- 1.3. “**Funds**” shall mean the cash available with Trust for which Services are required.
- 1.4. “**Portfolio**” shall mean the Securities held by the Trust pursuant to this Agreement and includes any Securities that may be acquired by the Trust from time to time.
- 1.5. “**PM Regulations**” shall mean the SEBI (Portfolio Managers) Regulations, 1993, as amended from time to time, including all guidelines, directions and notifications as may be issued by SEBI from time to time.
- 1.6. “**SEBI**” means the Securities and Exchange Board of India.
- 1.7. “**Securities**” shall mean all the securities as defined in Section 2(h) of Securities Contract (Regulation) Act, 1956.
- 1.8. “**Services**” shall mean the advisory services that the Portfolio Advisor may provide to the Trust as a ‘portfolio advisor’ under Clause 3 of this Agreement in accordance with Applicable Law.
- 1.9. “**Term**” shall have the meaning as assigned to it under Clause 4.

2. **ENGAGEMENT OF PORTFOLIO ADVISOR**

- 2.1. Portfolio Advisor shall be acting solely in its capacity as ‘portfolio advisor’ and shall render Services to the Trusts in respect of investments, accruals, benefits, allotments, call refunds, returns privileges, entitlements, substitutions and /or replacements or any other beneficial interest including dividend, interest, rights, bonus as well as residual cash balances, if any.
- 2.2. Portfolio Advisor shall not at any point in time accept or hold in its account any Funds or Securities from the Trustor have discretion and / or authority to manage, invest /dis-invest the portfolio of the Trustnor operate in any manner or for any reason the bank account, de-mat account and / or [subsidiary general ledger account] of the Trust. Further, all or any of such investments shall be held in the name of the Trust, including any undivided interest / share in one or more capital / money market investments, if any. Portfolio Advisor shall maintain confidentiality of data pertaining to the investor and the Trust at all times.

3. **INVESTMENT GUIDELINES AND SCOPE OF SERVICES**

- 3.1. Portfolio Advisor agrees to provide the Services for investing the Funds, based on the Trust’s investment philosophy and in line with Applicable Law.
- 3.2. The nature of Services as mutually agreed to between the DDA and Portfolio Advisor enclosed (herein as **Annexure I**) in accordance with Applicable Laws, for the fees as detailed herein for a period hereinafter described.
- 3.3. Further, Portfolio Advisor shall prepare an ‘Investment Policy Document’ for the Trust in line with its investment philosophy and applicable restriction / prohibitions.
- 3.4. Portfolio Advisor shall maintain appropriate records for every advice provided by it in respect of the Trust’s account as required by Applicable Law.
- 3.5. Subject to the Trust providing the Portfolio Advisor with details of all Funds and Securities in relation to which the Services are to be provided, Portfolio Advisor shall, on a monthly basis (by ordinary post / courier / email) and as and when reasonably requested by the Trust, furnish all reports, as detailed under **Annexure I**.
- 3.6. It is hereby clarified that Portfolio Advisor is not guaranteeing or assuring any return on or protection of the capital, either directly or indirectly.

4. **TERM AND TERMINATION**

- 4.1. Portfolio Advisor shall, provide the Services to the Trust on a continuous basis during the term of this Agreement.
- 4.2. This Agreement is deemed to have commenced on the date as mentioned hereinabove.
- 4.3. The Agreement shall be valid for a period from -----to -----.
- 4.4. This Agreement shall terminate on the completion of the Term,

- 4.5. This Agreement shall also stand terminated forthwith in the following circumstances:
- 4.5.1. Operation of law, such that the Agreement would become void, illegal, etc;
 - 4.5.2. Bankruptcy or liquidation of Portfolio Advisor;
 - 4.5.3. Bankruptcy or liquidation / winding up of the DDA.
- 4.6. This Agreement shall be suspended during the suspension or cancellation of the registration certificate of the Portfolio Manager by SEBI. Further, DDA may terminate this Agreement by giving a written notice of Thirty (30) days to Portfolio Advisor. If such suspension or cancellation of the registration certificate continues beyond a period of thirty (30) days and on the expiry of such notice period, the Agreement shall stand terminated automatically.
- 4.7. The Parties may by mutual consent terminate this Agreement.
- 4.8. Either Party may terminate this Agreement by giving a written notice of thirty (30) days to the other Party and on the expiry of such notice period, the Agreement shall stand terminated.
- 4.9. If at any time during the Term of this Agreement, if either party fails to perform its obligations under this Agreement and/or commits breach of its representations and/or warranties and/or undertakings and/or covenants and/or obligations under this Agreement, the aggrieved party shall have the right to give written notice to the other party setting forth the breach of obligations under the Agreement. Unless within seven (7) days after the giving of such notice, the breach is cured or steps have been taken in good faith and/or being carried out with due diligence to cure the same, the aggrieved party may terminate this.
- 4.10. In the event of cancellation/ termination of this Agreement for any other reason/reasons mentioned above, DDA's sole liability to Portfolio Advisor in respect of such cancellation/ termination shall be to make payment of the Fees properly due (Fixed Advisory Fee) under this Agreement up to the date of termination, within a period of thirty (30) days from the date of termination.

5. **RIGHTS OF DDA**

- 5.1. Portfolio Advisor shall ensure that it has provided DDA with the Disclosure Document along with a certificate in Form C prescribed under the PM Regulations at least two [2] days prior to the execution of this Agreement.
- 5.2. DDA has the sole discretion to decide on whether to act upon the Service tendered by the Portfolio Advisor and Portfolio Advisor shall have no power, authority, responsibility or obligation to ensure or cause the Trust to act upon the Service tendered by it pursuant to this Agreement.

6. **COMMUNICATION OR INSTRUCTIONS**

- 6.1. All instructions under this Agreement (including instructions for modification of this Clause) shall be given only by the Trust's Authorized Representative, on behalf of the Trust.
- 6.2. All instructions given by the Authorised Representatives of these Trusts shall be binding.

7. **FEES**

- 7.1. The fees payable by **Delhi Development Authority** for services rendered by Portfolio Advisor will be in accordance with the 'Fee Structure Table' as outlined in **Annexure II**.

8. **LIABILITY**

- 8.1. Portfolio Advisor shall not be liable for loss in opportunity to invest and subsequent diminution in the value of the Securities in respect of which Portfolio Advisor has advised.
- 8.2. DDA acknowledges and agrees that Portfolio Advisor (or its directors, officers, employees, agents, group entities, consultants or other representatives) shall be responsible only for such damage or loss as is finally judicially determined to have resulted from fraud, wilful misconduct or gross negligence of Portfolio Advisor.

- 8.3. Both parties shall not be liable for any loss, which may arise if it is prevented from discharging its obligations due to the occurrence of an event of Force Majeure (as defined in **Clause 24**).
- 8.4. The liability of Portfolio Advisor shall not exceed the fees earned by Portfolio Advisor under this Agreement notwithstanding anything contained in this Agreement.

9. **DUTIES OF THE INVESTMENT PORTFOLIO ADVISOR**

- 9.1. Portfolio Advisor shall advice for prudent investment of the funds in accordance with the needs and objectives of DDA. Thus, under Investment Advisory Services Agreement, the Portfolio Advisor will provide advisory services enabling DDA to take decisions with regards to the portfolio. The choice as well as the timing of the investment decisions rest solely with the investor.
- 9.2. The Portfolio Advisor shall provide DDA with a formal Portfolio Valuation Statement on a monthly basis
- 9.3. The Portfolio Advisor shall exercise prudence, due care and diligence in rendering high standard of services to DDA on the investment/portfolio to enhance the value of corpus of the investments/portfolio under this agreement. However, it is understood that investments are made on certain parameters, hence there can be no assurance with regards to returns.
- 9.4. The Portfolio Advisor shall ensure proper and timely handling of complaints from DDA and take appropriate action immediately.
- 9.5. Portfolio Advisor shall furnish the following reports at the end of every month to DDA. Such report shall contain the following details namely:
 - a) report on the composition and value of the portfolio, description of securities, number of securities, value of each security held in the portfolio, cash balance and aggregate value of the portfolio on the date of the report;
 - b) report on the transaction undertaken during the period of report including date of transaction and details of purchase and sales;
 - c) report on beneficial interest received during that period in respect of interest, dividend, bonus shares, right shares and debentures;
 - d) details of risk foreseen by the Investment Advisor and the risks relating to the securities recommended by the Investment Advisor for investment or disinvestment.
 - e) On termination of the Contract, the Investment Advisor shall give detailed statement of accounts to DDA and settle account with DDA as agreed in the Contract.
- 9.6. The Portfolio Advisor shall at all times observe a high standard of integrity and fair dealing in all transactions undertaken by it on behalf of DDA and DDA is aware of the market risk and the risk arising out of conflict and related party disclosures.
- 9.7. The Portfolio Advisor shall maintain books and records relating to the services provided to DDA. The Portfolio Advisor shall provide DDA access to relevant and material documents pertaining to DDA.

10. **RIGHTS OF PORTFOLIO ADVISOR**

- 10.1. Portfolio Advisor may refuse to act on any instruction unless they are given in writing or given orally over the telephone subject to Portfolio Advisor's right to verify such instructions without requiring Portfolio Advisor to determine the authenticity thereof.
- 10.2. The DDA shall not hold Portfolio Advisor liable on account of Portfolio Advisor acting in good faith on any of the instructions. Portfolio Advisor may in its discretion not carry out the Trust's instructions where Portfolio Advisor has sufficient reason to believe that the instructions are not genuine or are otherwise improper or unclear or raise a doubt.

11. **CONFLICT OF INTERESTS**

- 11.1. DDA understands that **(Name of Advisor)** serves as [arranger to issues], broker and portfolio manager/investment adviser for other clients and will continue to do so. DDA also understands that **(Name of Advisor)** may give advice or take action in performing their duties to other Clients, or for their own accounts, that differ from advice given to or acts taken for the Trust.

(Name of Advisor) is not obligated to buy, sell or recommend for the Trust any security or other investment **(Name of Advisor)** may buy, sell or recommend for any other Client or for its own accounts. This Agreement does not limit or restrict in any way **(Name of Advisor)** from buying, selling or trading in any security or other investments for their own accounts.

12. **ROLE OF DDA**

- 12.1. DDA expressly agrees and acknowledges that any information contained in Portfolio Advisor's brochure or other material or otherwise communicated by Portfolio Advisor may be construed as the basis of investment; however Portfolio Advisor will not be held responsible for any liabilities arising out of decisions to purchase or sell Securities made by the Trust.
- 12.2. Notwithstanding anything stated herein, Portfolio Advisor or any employee of Portfolio Advisor gives any advice or makes any representation to the Trust, it will be the Trust's responsibility to make an independent assessment.

13. **MARKET AND OTHER RELATED RISKS**

- 13.1. DDA agrees that it is entering into this Agreement with full knowledge and awareness of the risks associated with debt/equity linked investments (including but not limited to risks relating to fluctuation in/erosion of value of investments made) and that the Portfolio Advisor shall not be liable for concerned risks.

14. **CORRESPONDENCE**

- 14.1. Either Party may, from time to time, change their address or representative for receipt of notices or other communications provided for in this Agreement by giving notice to the other Parties.
- 14.2. All notices to Portfolio Advisor and DDA (as applicable) shall be sent to the following address / number:

If to PORTFOLIO ADVISOR:

Address: -----
Attention: -----
Telephone: -----
Email: -----

If to DDA:

Address: B-205A, VIKAS SADAN, INA, NEW DELHI - 110023
Attention: Office of the Chief Accounts Officer
Telephone: 011 - 24699129
Email: cao@dda.org.in

15. **INDEMNITIES**

- 15.1. Without prejudice to the right of indemnity available to the Parties under any law, the Parties agree to indemnify and hold the other Party harmless to the full extent against:
 - (i) Any and all lawful claims, losses, damages, liabilities, costs and expenses as incurred in connection with investigation of, preparation for and defense of any pending or threatened claim and any litigation or other proceeding arising out of or related to any actual or proposed acts done or not done by the other Party

16. **REPRESENTATIONS, WARRANTIES AND DECLARATIONS**

- 16.1. Both Parties hereby represent, warrant, declare and undertake as under:
 - 16.1.1. Both Parties have full power, legal capacity and authority to execute, deliver and perform this Agreement and have taken all necessary permissions, objections,

consents (corporate, statutory, contractual or otherwise) etc. to authorise the execution, delivery and performance of this Agreement in accordance with its terms.

- 16.1.2. This Agreement has been duly executed and delivered by both Parties and constitutes a legal, valid and binding obligation on both Parties. enforceable against the DDA in accordance with its terms.
- 16.2. DDA hereby represents, warrants, declares and undertakes to the Portfolio Advisor under:
 - 16.2.1. The DDA has read the Agreement and is aware of all the risks associated with the nature of the Services and the transaction contemplated under the Agreement, whether set out in the Agreement or not, and shall not hold Portfolio Advisor and/or any person appointed by it, responsible for the same.
- 16.3. Portfolio Advisor hereby represents, warrants and declares as under:
 - 16.3.1. **(Name of Advisor)** is registered with SEBI as 'portfolio manager' bearing registration number ----- and undertakes to keep valid throughout the Term of the Agreement its registration as a 'portfolio manager' with SEBI.
 - 16.3.2. Portfolio Advisor undertakes to abide by all Applicable Law in its conduct under this Agreement.
- 16.4. DDA agrees and declares that any and all tax liability will be the Trust's sole responsibility.
- 16.5. DDA has executed and delivered to Portfolio Advisor the following documents/information:
 - 16.5.1. 'Know Your Client' documents as may be prescribed by SEBI from time to time;
 - 16.5.2. Other documents as specified by Portfolio Advisor.
 - 16.5.3. Account Opening Form
- 16.6. Both the parties have read and understood the terms and conditions applicable to this Agreement and agrees to be bound by the said terms.
- 16.7. In the event of termination of this Agreement the provisions of Clause 17 shall survive the termination of this Agreement.

17. **CONFIDENTIALITY**

- 17.1. Each Party shall maintain confidentiality of data shared between them under the agreement and shall take prior consent of other Party before divulging such information/data unless required by any regulation or law.
- 17.2. This clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Agreement, which is already public knowledge or becomes so at a future date (other than as a result of a breach of this clause).

18. **AMENDMENT AND ASSIGNMENT**

- 18.1. This Agreement may not be amended or modified except by a written addendum/ agreement executed by both Parties. This Agreement may not be assigned by either Party without the other Party's prior written consent.

19. **ARBITRATION**

In the event of a dispute between the Parties arising out of, or relating to this Agreement, its interpretation of performance hereunder, the Parties shall except their best efforts to resolve the dispute amicably through negotiations.

- 19.1.1. In the event that a dispute cannot be resolved amicably by the parties through negotiations within sixty (60) days of the commencement of such negotiations, the dispute shall be referred to a mutually acceptable Arbitrator. The venue of the Arbitration shall be in Delhi. The language of the Arbitral proceedings shall be English.
- 19.1.2. Both parties agree to be bound by the award of the sole arbitrator. The arbitration shall be subject to the Arbitration & Conciliation Act, 1996.

20. **GOVERNING LAW AND JURISDICTION**

20.1. This Agreement will be governed by the Laws of India and any disputes arising herein shall be subject to the exclusive jurisdiction of the Courts of Delhi/New Delhi.

21. **MISCELLANEOUS**

21.1. No term or provision of this Agreement may be waived except in writing signed by the parties against whom such a waiver or change is sought to be enforced.

21.2. Any non-exercise or non-enforcement of any right hereunder by the either Party shall not be deemed to be a waiver permanently of such right or of any other right under this Agreement, and either Party, as the case may be, shall be entitled to exercise and enforce the same and all other rights on all future occasions.

21.3. This Agreement is entered into between the Parties on a principal-to-principal basis and nothing contained in this Agreement shall be deemed to constitute agency or partnership between the Parties.

22. **SEVERABILITY**

22.1. If any provision of this Agreement is declared by any judicial or any competent authority to be void, avoidable, illegal or otherwise unenforceable, the Parties shall replace that provision with a provision which is valid and enforceable and most nearly gives effect to the original intent of unenforceable provision or by mutual agreement of the Parties it may be severed from this Agreement and the remaining provision of this Agreement shall remain in full force and effect.

23. **REDRESSAL OF GRIEVANCES**

23.1. DDA can approach the office of Portfolio Advisor for redressal of its grievances, if any. For this purpose, ----- has been appointed as the 'Investor Relations Officer' and in case of any complaints and/or grievances, DDA should approach:

Name of Person to Contact:-----

Designation:-----

Telephone No-----

Address:-----

E-Mail Address:-----

24. **FORCE MAJEURE**

24.1. An "Event of Force Majeure" means any circumstances not within the reasonable control of the Party affected (including but not limited to outage / disruptions of internet, acts of God, public enemies) but only if both Parties has taken allreasonable precautions in order to avoid such circumstances from affecting the performance of obligations to this agreement.

24.2. Either Party shall be excused from performance and shall not be construed to be in default in respect of any obligations hereunder for so long as the failure to perform such obligation shall be due to an Event of Force Majeure.

25. **SUPREMACY**

25.1. This Agreement embodies the entire understanding between the Parties hereto relating to the subject matter hereof and supersedes understandings, representations or warranties of any kind, oral or written, if any, except for what is expressly set forth herein.

25.2. The award letter dated will also be part of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR
RESPECTIVE HANDS TO THESE PRESENTS ON THE _____ DAY, of _____ 2021

SIGNED AND DELIVERED
BY THE WITHIN NAMED "Delhi Development Authority"

1. Through its Authorized Signatory _____

Date: _____

Place: _____

Witness 1:

Witness 2:

BY THE WITH IN NAMED '(Name of the Advisor)'

Through its Authorised Signatory _____

Duly authorized via a board resolution dated _____

Date: _____

Place: _____

Witness 1:

Witness 2:

Annexure I - Scope of Services

1. Portfolio Advisory Services

- i) Market Buzz and Regular updates (Monthly and upon any major event)
- ii) Regular Market Outlook update and interest rate round up (Monthly)
- iii) Assist in updating the changes in Statutes/Legislations/Guidelines and accordingly advice changes to be adopted in the internal Investment Guidelines/Strategies for Regulatory Compliance. At present, DDA is following Department of Public Enterprises guidelines for investment of Surplus funds and Ministry of Finance guidelines for investment of Retirement funds.
- iv) Market views and research support on fixed income, equity market, money market, industry, funds, macro and micro analysis including fundamental research covering analysis of major events having a bearing on the domestic markets and analysis of the world events having a potential to affect the Domestic Investment scenario.
- v) Monthly Portfolio Analysis, regularly update DDA about the performance of existing investments.
- vi) Pre Investment meeting with the Committee members wherein based on the portfolio and market outlook investment avenues can be discussed.
- vii) Advice regarding exercising the option for timely exit in case of volatile market conditions especially for under -performing investments, buy back offers, put option.
- viii) Quotation Compilation and presenting comparative analysis of the quotes received and giving recommendations for investments.
- ix) Giving regular updates about the ever changing market scenarios and advising about timely investment and exit calls.
- x) Monthly Portfolio Analysis including
 - (a) Rating/Sector/Pattern Analysis
 - (b) Performance Analysis
 - (c) Put/Call Analysis
 - (d) Sectoral Analysis
 - (e) MTM Analysis
- xi) Macroeconomic Outlook (Monthly/Quarterly)
- xii) Research & Analytics (Monthly/Quarterly)
- xiii) Advising the organisation for better management of cash flows to address the Asset Liability Mismatch (ALM) in due course of time in order to ensure a high level of efficiency and effectiveness of the administration of the funds.
- xiv) Periodic investment review for Statutory Investment Compliance of MOF/DPE guidelines.

- xv) Periodic review of fund positions and suggest DDA to deploy the available surplus in a timely and efficient manner and restructuring of the funds wherever required.
- xvi) Rendering advice for restructuring of portfolio including churning of low yielding investments.

2. MIS Management Services

- i) Monthly submission of report detailing the amount receivable on account of encashment and interest proceeds in respect of DDA's Surplus/Retirement Fund investments.
- ii) Tallying the investments and cross checking the transfer of securities in respective Demat/CSGL Accounts.
- iii) Ensuring KYC Compliance and contact updates for ensuring timely transmission of funds in the respective accounts.
- iv) Pre and post follow up with the issuer/organisation from where the maturity/interest proceeds is due for payment.
- v) In case of delay or non-payment of interest/maturity receipts, necessary follow up with the respective issuer/organisation.
- vi) After doing necessary regular follow up, if issue remains unaddressed then timey appraising DDA about the ongoing deliberation for the settlement of the issue.
- vii) Even after initiation of follow up for three weeks, if issue remains inconclusive and unaddressed then suggesting DDA to take suitable action including initiating legal steps.
- viii) Reconciliation of interest and maturity receipts with reference to the bank statements.
- ix) Reconciliation of position of holding of the purchased and matured securities with reference to the Bill Register/Minutes, Demat and CSGL Statements.
- x) Identifying securities on which TDS is being deducted and informing DDA to take corrective action.

3. Mutual Fund

- i) Identifying top performing schemes and giving detailed recommendations with justifications for investments.
- ii) Pre Investment meeting with the Committee members wherein based on the market outlook and recommended schemes, investment avenues can be discussed.
- iii) Ensuring KYC Compliance and contact updates for ensuring timely transmission of funds in the respective accounts
- iv) Regular updates regarding performance of the existing mutual fund investments.
- v) Regular review of performance of mutual fund investments and advising exit from mutual fund schemes when the returns and future outlook of certain schemes does not look promising.
- vi) Regular Market Outlook update and suggest DDA to deploy the available surplus in a timely and efficient manner.
- vii) Churning advice on Port-folio.
- viii) Assisting in direct investment in Mutual Funds to DDA as per advisor's advice.

Annexure II – Fee Structure

1. In consideration of the services provided by Portfolio Advisor pursuant to this agreement, the fees payable by the DDA is in accordance with the Fee Structure below.

Monthly fee of Rs. ----- (Rs. -----)

2. Fees quoted are inclusive of applicable taxes
3. Portfolio Advisor shall raise the invoice at the end of the period for which it is due and payable.

Signature:-

Name of Advisor:-