



Institute of Actuaries of India

Statutory body established under an Act of Parliament

Unit No. F-206, 2nd Floor, F Wing, Tower II, Seawoods Grand Central,
Plot no R-1, Sector 40, Nerul Road, Navi Mumbai - 400706
+91 22 6243 3333 +91 22 6243 3322

EXPRESSION OF INTEREST FOR ENGAGEMENT OF ADVOCATES ON RETAINERHSIP AND FOR EMPANELMENT

Legal: 2024-25

Date: 3rd April 2024

Important Date & Information		
1.	EOI Publish Date	2 nd April 2024
2.	Format of bid submitted	Hard copy
3.	Last Date for seeking clarifications, if any	20 th April 2024
4.	Uploading of clarifications/ reply to Pre-bid queries on the IAI Website:	23 rd April 2024
5.	EOI Validity	30 days from the date of submission
6.	Last Date of Submission of Applications	16 th April 2024
7.	Address for submission of Applications	Executive Director Institute Of Actuaries Of India Unit no. F-206, 2nd Floor, "F" Wing in Tower 2, Seawoods Grand Central, Plot no R-1, Sector 40, Seawoods, Near Seawoods Railway Station, Navi Mumbai - 400 706
8.	Contact details	ed@actuariesindia.org ,
9.	Institute's Website	http://www.actuariesindia.org/



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EXPRESSION OF INTEREST FOR ENGAGEMENT OF ADVOCATE ON RETAINERHSIP

1. The Institute of Actuaries of India (IAI) is a statutory body established under The Actuaries Act 2006 (35 of 2006) for regulation of profession of Actuaries in India. The provisions of the said Act have come into force from 10th day of November 2006, in terms of the notification dated 8th November 2006, issued by the Government of India in the Ministry of Finance, Department of Economic Affairs.
2. While jurisprudential safeguards as enshrined in Actuaries Act 2006 and pertinent regulations guide the Institute in discharging roles and responsibilities vital to development of profession of Actuarial Science and its functioning, situations may emerge where certain parties/ individuals/ organisations may be at variance with IAI viewpoint which could lead them to litigate or seek legal recourse
3. It is therefore incumbent to avail competent and timely legal services to represent the Institute in legal matters, and calibrated advice on matters having legal implications/ nuances. Apropos, IAI intends to have on its record, a panel of Advocates representing IAI and its interests before Hon. Supreme Court/all High Courts/District Courts and other judicial and quasi – judicial authorities across India as the case may be and for turn key and timely legal advice on issues/ matters involving legal interpretation/ implications. The complete details along with the guidelines for the same are available on the website of the Institute. The interested applicants may submit their applications in the specified format given in the Annexure –I, by 16th April 2024.

Date:3rd April 2024

Executive Director



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PRESCRIBED DETAILS AND GUIDELINES REGARDING ADVOCATES ON RETAINERSHIP BASIS FOR MUMBAI.

1. Eligibility, Qualification & Experience:

- a. The Advocate should have a Bachelor's degree in law from a recognized university and registration with the Bar Council. LLM is desirable.
- b. The Advocate seeking empanelment must possess a minimum of 15 years of professional experience in court practice, which may be adjusted to 10 years for Advocates-on-Record, specifically within the court jurisdiction for which they wish to be empaneled. This experience should encompass a broad range of legal disciplines, not limited to but including Constitutional law, Service law/Labour law, Contract law, Commercial law, Property laws, Intellectual Property Rights (IPR) laws, Data Protection, Cyber Laws, Criminal Laws, guidelines under the General Financial Rules (GFR), Arbitration, Disciplinary matters, Right to Information (RTI), and Taxation, among others.
- c. The Advocate should have exemplary communication, representation, drafting and analytical skills.

The applicant advocates shall enclose the documentary proof of fulfilling the eligibility criteria along with application including redacted judgments in favour.

2. Terms of Appointment:

- a. The term of appointment of the Advocates shall be for a period of three years extendable by another period of two years on mutually agreed terms and conditions subject to satisfactory service delivery performance/success of cases in favour of the IAI. The engagement of Advocates on retainership basis may be terminated at any time by the appointing authority after due notice of 30 days without assigning any reason. The empanelment shall not confer as right. The allocation of cases / opinion work shall be solely at the discretion of the Institute of Actuaries of India (herein after referred to as 'the IAI'. Upon termination or non-renewal of empanelment, as the case may be, the Advocate shall return the brief/(s) allocated to him to IAI along with all documents/records connected thereto with no objection certificate.



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3. Categories of Cases

a. Court matters

- i. Category-I Important Matters:** Cases where any enactment, notification or any order and / or any Judgment that would affect the Actuaries Act, 2006, Rules or Regulations made there under and where any adverse decision may have serious consequences for the Actuarial profession and/or the IAI.
- ii. Category-II Ordinary Matters:** Cases where the petitioner has made IAI as one of the respondents and IAI has only to furnish certain facts/records to the Court/ authority.
- iii. Category-III Performa Matters:** Cases where IAI is one of the respondents, but no relief is sought from it.
- iv. Category IV Criminal matters:** Criminal cases filed against and / or on behalf of the IAI.
- v. Category-V Appeal Matters and Tribunals:** Cases filed before Appellate Authority under Section 32 of the Actuaries Act, 2006 against the orders passed by Council against its members.

b. Other Matters

- i. Category-VI Arbitration matters:** Matters wherein the arbitration clause of the agreement/ contract is invoked by the IAI and / or the other parties to the arbitration agreement.
- ii. Category-VII Legal Opinion:** Legal Opinion in matters where the Council of the IAI or any Committee or any Department deems fit, matters wherein the provisions of the Actuaries Act, 2006, Rules or Regulations made there under require interpretation, matters of importance to the profession of Actuaries and/or the IAI , matters wherein monetary liability of the IAI may arise, matters in relation to interpretation of any statute that may affect IAI and scrutiny and examination of title search reports & connected documents of immovable property and legal opinion on the title/ownership over the same, in respect of properties proposed to be purchased by the IAI for its Offices/ROs/Chapters.
- iii. Category-VIII Deeds and Documents:** Drafting of Templates /Vetting of deeds and documents including, but not limited to, tenders, LOI, request for proposals, expression of interest SLAs pre-qualification bid document, agreements, MOUs, conveyance deeds, etc. or any other matters.



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4. Schedule of fees:

A. Supreme Court of India

Service Categories	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal Matters
Appearance at the time of:				
i. Admission (per day per case)	Rs. 18,000/-	Rs. 15,000/-	Rs. 8,000/-	Rs. 15,000/-
ii. Final (per day per case)	Rs. 25,000/-	Rs. 18,000/-	Rs. 8,000/-	Rs. 20,000/-
iii. Miscellaneous applications (per case)	Rs. 10,000/-	Rs. 6,000/-	Rs. 4,000/-	Rs. 10,000/-
iv. Non-effective (per day per case)	Rs. 3,000/-	Rs. 2,500/-	Rs. 2,000/-	Rs. 3,000/-
Preparation and filing of:				
Writs, Other petitions, SLP, Appeals, etc.	Rs. 12,000/-	Rs. 10,000/-	Rs. 8,000/-	Rs. 12,000/-
Preparation and filing of:				
Additional affidavit/Misc. application, etc.	Rs. 6,000/-	Rs. 6,000/-	Rs. 6,000/-	Rs. 6,000/-
Settling of pleadings	Rs. 10,000/-	Rs. 8,000/-	Rs. 5,000/-	Rs. 10,000/-
Conference Charges	Rs. 2,100/-	Rs. 2,100/-	Rs. 2,100/-	Rs. 2,100/-
Misc. Expenditures and Clerkage	Actuals + 10%	Actuals + 10%	Actuals + 10%	Actuals + 10%

B. High Courts/ Benches/NCDRC, CIC, NCLT, NCLAT/Other Equivalent Tribunals.

Services Rendered	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal Matters
Appearance at the time of:				



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Services Rendered	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal Matters
i. Admission (per day per case)	Rs 10,000	Rs 6,000	Rs 3,000	Rs 10,000
ii. Final (per day per case)	Rs 18,000	Rs 12,000	Rs 6,500	Rs 15,000
iii. Miscellaneous applications (per case)	Rs 6,000	Rs 5,000	Rs 3,000	Rs 6,000
iv. Non-effective (per day per case)	Rs 3,000	Rs 1,100	Rs 1,100	Rs 3,000
Preparation and Filing of:				
Writs, Other petitions, SLP, Appeals, etc.	Rs 10,000	Rs 8,000	Rs 5,000	Rs 6,000
Preparation and Filing of:				
Additional affidavit/Misc. application, etc.	Rs 5,000	Rs 3,000	Rs 2,500	Rs 5,000
Settling of Pleadings	Rs 6,000	Rs 5,000	Rs 3,000	Rs 6,000
Conference Charges	Rs 2,100 for first two hours and then Rs. 1,100/hr	Rs 1,100 for first two hours and then Rs. 550/hr	Rs 1,100 for first two hours and then Rs. 550/hr	Rs 2,100 for first two hours and then Rs. 1,100/hr

C. Commission(s)/Consumer Forum(s)/ District Courts

Services Rendered	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal Matters
Appearance:				
i. Effective	Rs. 5,000	Rs. 4,000	Rs. 3,000	Rs. 5,000
ii. Non-effective	Rs. 2,000	Rs. 2,000	Rs. 2,000	Rs. 2,000
Preparation and				



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Services Rendered	Category-I Important Matters	Category-II Ordinary Matters	Category-III Performa Matters	Category-IV Criminal Matters
Filing of:				
Suits, Appeals, Counter Affidavit, Rejoinder Affidavit	Rs. 4,500	Rs. 3,500	Rs. 3,500	Rs. 4,500
Preparation and Filing of:				
Additional Affidavit/Misc. Application, Replies, and Pleadings	Rs. 2,500	Rs. 2,000	Rs. 2,000	Rs. 2,500
Conference Charges/Day	Rs. 1,100 for first two hours and then Rs. 800/hr	Rs. 2,100 for first two hours and then Rs. 1,500/hr	Rs. 2,100 for first two hours and then Rs. 1,800/hr	Rs. 2,100 for first two hours and then Rs. 1,100/hr
Hotel Stay Expenses	Equivalent to Executive Director in the IAI depending on the seniority of the Advocate	Equivalent to Executive Director in the IAI depending on the seniority of the Advocate	Equivalent to Executive Director in the IAI depending on the seniority of the Advocate	Equivalent to Executive Director in the IAI depending on the seniority of the Advocate
Outstation Conveyance	As per norms	As per norms	As per norms	As per norms
Misc. Expenditure and Clerkage	Clerkage 10% of professional charges	Clerkage 10% of professional charges	Clerkage 10% of professional charges	Clerkage 10% of professional charges

CATEGORY –V, Appeal matter, Tribunals or other Authorities:

Services Rendered	Fees
Appearance at the time of:	
i. Admission (per day per case)	Rs 5,000
ii. Final (per day per case)	Rs 10,000
iii. Miscellaneous Applications (per case)	Rs 5,000
iv. Non-effective	Rs 2,000
Preparation and Filing of:	
Replies, Affidavits, Additional Affidavit/Misc Application, Replies, and other Pleadings	Rs 5,000
Conference Charges/Day	Rs 1,100 for first two hours, then Rs 550 per hour thereafter



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Services Rendered	Fees
Fees for Outstation (excluding NCR)	Rs 6,000 per day
Hotel Stay Expenses	Equivalent to Executive Director in the IAI, depending on the seniority of the Advocate
Outstation Conveyance	Equivalent to Executive Director in the IAI, depending on the seniority of the Advocate
Misc. Expenditure and Clerkage	Actuals plus Clerkage 10% of professional charges

'Effective Hearing' shall mean a hearing in which either one or both or all the parties involved in a case are heard by the court. If the case is only mentioned and adjourned or only directions are given or judgment is pronounced, it would not constitute an effective hearing for the purposes of these guidelines but as non-effective hearing.

E. Category- VII Fees for Legal Opinion

For written legal opinion on various documents and other issues related to IAI, including disciplinary matters related to employees and members of the Institute an amount of Rs.10,000/- will be paid for each of the opinion(s) in addition to typing charges on adhoc basis and clerkage @ 10%. In exceptional cases, the fee for providing legal opinion shall be on the mutually agreed professional charges with the approval of the competent authority of the IAI

F. Category- VIII- Fees for drafting of templates, /Vetting of Title Documents, Deeds, MOUs Agreements and other Documents:

For drafting of templates, /Vetting of Title Documents, Deeds, MOUs Agreements and other Documents and due diligence in respect of immovable property including but not limited to tenders, request for proposals, expression of interest, pre-qualification bid document, agreements, LOI, conveyance deeds etc. a lump sum amount as mutually agreed shall be paid to the Advocate subject to the maximum amount as given below:

Financial Amount Involved	Fees
Up to 20 Lakhs	Rs. 10,000
Between 20 Lakhs and 50 Lakhs	Rs. 15,000
Between 50 Lakhs and 1 Crore	Rs. 20,000
Between 1 Crore and 10 Crores	Rs. 25,000
Between 10 Crores and 20 Crores	Rs. 35,000

In case the legal vetting of the aforesaid documents/ deeds, title documents and due diligence in respect of immovable property is to be have an added scrutiny done by a Senior advocate of atleast 25 years practice. The professional charges for the same shall be as mutually agreed with the senior and with the approval of



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the competent authority.

G. Increment of fee Schedule

The Schedule of fees as indicated above for the Advocates on retainership basis and on panel shall be subject to revision after the expiry of three years from the date of engagement, restricted to a maximum of 15% with the approval of the competent authority of IAI

2. **General Terms & Conditions:**

- 2.1 Two or more cases substantially identical/similar questions of law or facts are involved and where the main difference is in the names, position, addresses of the parties concerned, amount of money involved etc., where the common or identical Judgment are delivered irrespective of the fact whether all the cases are heard together or not, the Advocate shall be paid the full fee in the main case and 50% of the fee in each of the connected case.
- 2.2 If more than one matter of similar nature is listed in the same court on the same day, the Advocate shall be paid full fee as entitled in the first case and 50% of the fee as entitled in each of the other cases.
- 2.3 Effective hearing for the purpose of claiming appearance fee in a case means a hearing in which one or both the parties involved in a case are heard by the court. If the matter is called in as per its turn and the Advocate is present to represent the IAI and the Court/Tribunal listens to the submissions made by him or by other side or by both and if, thereafter, the Court/Tribunal adjourns the matter, that will be an effective hearing. If the case is mentioned and adjourned or only directions are given or only judgment is delivered by the Court/Tribunal, it would not constitute an effective hearing but will be termed as non-effective hearing.
- 2.4 No fee will be paid in cases which were got adjourned by the Advocate without the directions from IAI and / or on his personal grounds / difficulty.
- 2.5 Only one set of fee shall be payable on behalf of all the parties involved from the IAI .
- 2.6 If a senior advocate of extra ordinary repute is engaged to defend/contest any case for the Institute, his charges will be negotiated in advance and prior approval of the competent authority will be taken before such engagement.
- 2.7 In any case if more than one lawyer (excluding Senior Advocate) is engaged in Supreme Court/High Court, in that case main lawyer will receive the charges as indicated herein above and assisting lawyer will be paid @ 50% of the fee paid to main lawyer.
- 2.8 If the Advocate is required to travel out of own residential location in connection to represent the Institute legally , he/ she will be entitled to claim TA/DA as applicable to the officers of IAI at the level of Joint Director/ Director depending upon the seniority of the Advocate concerned.
- 2.9 No Conference/Opinion charges shall be paid if discussion /meeting is held with lawyer in a matter related to on-going case in any of courts in which that lawyer is engaged as an Advocate of the IAI. However, if he is called to IAI Office



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for discussion/meeting/conference, he shall be entitled to claim TA/DA as applicable to the officers of IAI at the level of Executive Director depending upon the seniority of the Advocate concerned.

- 2.10 The Advocate will have the right to private practice, which should not, however, interfere with the efficient discharge of his duties as an Advocate on retainership basis for IAI. The Advocate shall not advise any party in or accept any case against IAI in which he has appeared or is likely to be called upon to appear or advice or which is likely to affect or lead to litigation against the IAI.
- 2.11 The efficiency, competency and integrity are the criteria for appointment as IAI'S Advocate ON RETAINERSHIP or empanelment with the IAI. The Advocate should be agreeable to Institute's terms and conditions indicated in this EOI regarding payment of fees, charges, submission of pleas / petitions etc. for approval to the IAI and other
- 2.12 The IAI's Advocate(s) on retainership basis/empaneled Advocates shall not use Institute's name, symbol etc. on their letterhead, signboard, nameplates, pamphlets, etc., such as 'Legal advisor to IAI' / 'Advocate for IAI', etc.

3. EMPANELMENT OF ADVOCATES ON RETAINERSHIP BASIS

Appointment of Advocates on Retainership basis:

- 3.1 The Institute shall empanel (one) Retainer Advocate having minimum of 1 years Post Qualification experience of practice at various courts at New Delhi and Mumbai and an office at Mumbai on fixed yearly Retainership fees of Rs. 1,24,000/- (Rupees One Lakh Twenty Four Thousand only). The Annual Retainership Fee shall be paid by the IAI in two equal instalments of Rs. 62,000/- each on 1st April and 1st October each year.
- 3.2 In case the retainer Advocate is required to go out station in connection with the Court case, he shall be entitled to claim TA/DA as applicable to the officers of IAI at the level of Executive Director depending upon the seniority of the Advocate concerned.
- 3.3 The Retainership fees shall be revised maximum by 15% on the expiry of two years with the approval of Competent Authority of the IAI subject to satisfactory performance.
- 3.4 The Retainer Advocate may be required to visit the head office of the Institute at Seawoods, Mumbai (presently) minimum 3 days a week after the court hours, as and when required. In case of any urgency, he may be required to visit at timings as mutually agreed. He/ She shall be paid a consolidated sum of Rs. 1,000/- (Rupees One Thousand only per visit for reimbursement of conveyance charges.
- 3.5 The term of appointment of the Retainer shall be for a period of three years and renewable for another two years and so on subject to satisfactory performance/handling cases of the Institute and approval of the competent authority. The appointment of the Retainer may be terminated by the appointing authority without assigning any reason with prior notice of one month. The empanelment shall not confer as right. The allocation of work shall be at the sole discretion of IAI.



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4. Scope of Work of Advocate on Retainership:

- 4.1 Rendering Legal Advice (oral & written) to the IAI as and when required, including disciplinary matters pertaining to employees and members of the Institute.
- 4.2 Scrutiny and examination of title documents search reports & connected documents of immovable property and legal opinion on the validity of title/ownership over the same.
- 4.3 Drafting and sending legal notices, show Cause Notice etc. on behalf of IAI and replies to the legal notice/ show cause notices, if any, received by IAI.
- 4.4 Drafting/Vetting of deeds, MOUs SLAs, and other document etc.as and when required by any Department of IAI
- 4.5 Representing IAI in matters before Appellate Authority constituted under Section 32 of the Actuaries Act, 2006 as and when required.
- 4.6 Representing IAI in matters covered under Category II & Category III matters in Mumbai region as and when required.
- 4.7 Assisting and briefing Senior Advocates appointed by IAI in any matter.
- 4.8 Attending conferences with Advocates on behalf of IAI and with Senior Management of Institute as and when required.
- 4.9 Vetting of pleadings, counter affidavits, replies etc. to be filed by IAI in some matters before the Court/ Tribunals/ Commissions/ judicial/ quasi- judicial authorities etc. as and when required.
- 4.10 Keeping the IAI informed of the important developments in cases from time to time, particularly with regard to settling of drafts, filing of papers, dates of hearing of cases, supplying of copies of judgments etc.
- 4.11 Any other work of legal nature assigned from time to time.
- 4.12 In addition to retainership fee, the retainer Advocate shall also be entitled to the payment of professional fees as per the schedule of fees mentioned in para 3 above in respect of the cases that will be assigned, references made to him for providing legal opinion and for rendering services of the nature mentioned except in the cases of oral advice when no additional payment shall be made.
- 4.13 Attending meeting of Internal Committees of IAI or Council as and when required.

5. EMPANELMENT OF ADVOCATES FOR CASE TO CASE BASIS

If there be a need for an empaneled advocate to appoint another advocate on their behalf to handle cases outside their appointed location, it is understood that the empaneled advocate will bear the financial responsibility for such arrangements. This includes any travel and daily allowances (TA/DA) which would be in line with what is typically granted to officers of the Institute at the



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Executive Director level, reflecting the seniority of the empaneled advocate.

6. **PAYMENT:**

- 6.1 The bills shall be submitted to IAI in triplicate along with Gist of proceedings, or a copy of order/ judgment where it is necessary in case the claim is for appearance fee. In the case of claim being for an opinion sought by the IAI, a copy of the reference letter should be enclosed.
- 6.2 The claim for reimbursement of expenditures for outstation conveyance, boarding & lodging shall be settled on production of tickets and hotel bills.
- 6.3 IAI will make payments of all bills within a period of 30 days from its submission if the bills are complete in all respects.
- 6.4 The payments would be made subject to TDS as applicable from time to time.

7. **Confidentiality of Information**

7.1 During the term of the agreement / empanelment and thereafter, any IAI's Confidential Information received by the Advocate, under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to any other without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the Advocate shall promptly notify the IAI in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

8. **TERMINATION**

8.1 Either party may terminate Retainership Empanelment Agreement by giving a months' notice in writing to the other party for termination of agreement.

8.2 The IAI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving one month notice in writing in case Retainer Advocate fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Retainer Advocate.

8.3 Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Retainer Advocate during the period of



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termination notice and the same must be satisfied before agreement is terminated. The IAI may also put in place any other Advocate for carrying out the remaining work.

9. General Terms & Conditions for Retainer Advocate:

- 9.1 The Advocate will take necessary steps to protect the interest of IAI in matters entrusted to him from time to time.
- 9.2 Engagement does not confer any right or claim that the retainer Advocate shall alone be entrusted with the work of IAI.
- 9.3 The Institute may, at any time, at its discretion, withdraw from the retainer Advocate any proceedings/matter/brief.
- 9.4 The Advocate shall keep the Institute informed regarding the developments in the matters entrusted to him.
- 9.5 In case more than one Advocate is engaged, the Institute will allocate the work and assign the cases amongst them.
- 9.6 Professional fees are exclusive of applicable statutory taxes, levies, charges, surcharges etc.
- 9.7 All selected advocates automatically agree with IAI for honouring all aspects of fairtrade practices in executing the works assigned by IAI.
- 9.8 The legal support to IAI will be provided throughout the country and the period for which the support is required will be indicated by IAI from time to time.
- 9.9 The retainer Advocate shall not use Institute's name or symbol, logo on his letter heads, sign boards name plates etc.

10. REMOVAL OF DIFFICULTY:

In the matter of implementation of these guidelines, if any doubt or difficulty arises or doubt regarding the interpretation of any of the clause of these guidelines, the same shall be placed before the Executive Director of the IAI and the decision of Executive Director there upon shall be final.

11. SELECTION PROCEDURE:

11.1 All desirous Advocates fulfilling the eligibility criteria shall submit their applications for retainership empanelment available on the website within 14 days of the advertisement for consideration of their candidature for the said empanelment. Applications received after stipulated date and time shall not be entertained.

11.2 Incomplete applications shall be rejected out rightly. Please note that all the information as required needs to be provided.

11.3 During evaluation of the applications, the IAI may at its discretion, ask the applicant for clarification and the same has to be provided within the time period i.e. minimum one day OR as specified by the IAI and in case of a default it will be deemed that applicant has no clarification to submit and the application is liable to be evaluated and/or rejected accordingly. The request for clarification and the



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response shall be in writing.

11.4 The applications received will be short listed. The Institute reserves the right to decide the criteria of short-listing.

11.5 The short-listed Advocates shall be called for interaction and intimation in this regard will be communicated as per correspondence address or email provided by the Advocate(s). Advocate(s) shall be required to submit their 2 recent passport size photos and certified copies of the credential documents and certificates along with the duly signed hard copy of the online form submitted by them and also produce their originals at the time of interaction for verification. No TA/DA will be admissible for attending the said interaction.

11.6 The acceptance of application shall rest with the IAI. The Institute reserves the right to postpone or cancel the process of Empanelment. The application submitted by any Advocate will not bind the Institute to necessarily consider him/her for empanelment.

11.7 The IAI shall have the right to assess the competencies and capabilities of the applicant by going through the credentials given in the application and on the basis of such credentials. The IAI may reject the candidature of the Applicant without assigning any reason. The IAI reserves the right to accept or reject any application without assigning any reason whatsoever and decision of the IAI in this regard shall be final.

The Application Format is given in the Annexure-I.



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Statutory body established under an Act of Parliament

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+91 22 6243 3333 +91 22 6243 3322

Affix Passport Size
Photo

Annexure-I

APPLICATION FORMAT FOR RETAINERSHIP

- 1) Name in Full (In BLOCK LETTERS) _____
- 2) Father's Name _
- 3) Date of birth, _____ Age (as on date of application) _
- 4) Address:
 - (a) Correspondence: _____
 - (b) Permanent: _
 - (c) Tel. No. _
 - (d) Mobile No. _
 - (e) email id: _
- 5) Educational qualifications in reverse chronological order:

Name of University/Equivalent Institution	Degree	Year of Passing	Percentage of Marks Obtained

Enclose self attested copies of Certificates

- 7) Date of Enrolment, Name of Bar Council: _

(Enclosed attested copy of enrolment certificates) _



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- 8) Period of practice _____
- 9) Present Occupation/Profession/Service _____
- 10) Professional Income/Emoluments for the last three years (year wise) _____
- 11) Details of Experience/practice _____
- 12) Area of practice _____
- 13) Specialization, if any (constitution/taxation/service/civil/criminal etc.)
The details of a few important cases the advocate has dealt with/handled and reported judgement if any.

- 14) Whether Central/State Govt. Counsel/Advocate (indicate period)

- 15) Brief list of clients e.g. Govt./organizations/Institutes or
Autonomus body/PSUs (Enclose the documentary evidence)

- 15) The courts where the Advocate is regularly practising
(Enclose attested copy of Bar Association Membership Certificate)

- 16) Date of enrolment as an Advocate – on – record of the Supreme Court / High
Court and Registration No.

- 17) Income Tax PAN number (Enclose Copy of PAN Card)

- 18) A brief note on suitability for empanelment or Retainership. (Separate page may



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be attached)

I declare that I have never been penalized by any Bar council in any Disciplinary Proceedings. I also undertake to maintain absolute secrecy about the cases of the Institute as required under the Act, rules and Regulations made thereunder.

Signature of Advocate

Address(office &
residence/chamber)

Tel. No.

Mob. No.

Fax No. & E-mail IDs

Disablements:

Disablements on the part of the Advocate shall mean and include any of the following:

- (i) Giving false information in the application for empanelment;
- (ii) Handing over the brief or matter to another advocate without prior written Permission of the Institute;
- (iii) Failing to attend the hearing of the case without sufficient reason and prior information;
- (iv) Not acting as per the Institute's instructions or going against specific instruction;
- (v) Not returning the brief when demanded or not allowing or evading to allow its inspection on demand;
- (vi) Misappropriation of the Institute's funds or earmarking, using the same towards his fee without Institute's permission.
- (vii) Threatening, intimidating or abusing any of the Institute's employees, officers, or representatives.
- (viii) Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/ appeal related to Institute without permission.



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- (ix) Committing an act tantamount to contempt of court of professional misconduct;
 - (x) Conviction of the Advocate is any offence resulting into arrest of detention or disbarment by the Bar Council;
 - (xi) Passing on information relating to the Institute's case on to the opposite parties or their advocates which is likely to cause damage to the Institute's interest;
 - (xii) Giving false or misleading information to the Institute relating to the proceedings of the case; and
 - (xiii) Frequent adjournment being obtained or not objecting the adjournment moved by other party without sufficient reason;

Empanelment shall be liable to be cancelled due to occurring of any of the above disablements on the part of the Advocate.

Notwithstanding anything stated herein above, the Institute reserves its right not to empanel any advocate even on fulfilling the eligible criteria or postpone or cancel the process of Empanelment or terminate the empanelment of any advocate at any time for the Institutes as well as for its Regional Councils and Chapters without assigning any reasons in this regard.