

कोल इण्डिया लिमिटेड

(भारत सरकार का उपक्रम)

COAL INDIA LIMITED

(A Govt. of India Enterprise)

कोल भवन "COAL BHAWAN"

PREMISES NO: 04, MAR, PLOT NO: AF-III
ACTION AREA-1A, NEW TOWN, RAJHARHAT
KOLKATA-700156 (WB)



महारात्न कंपनी

A Maharatna Company

PERSONNEL DIVISION

POLICY CELL

E-MAIL: cjuster.cil@coalindia.in

TEL: 033-7110 4227

FAX: 033-2324 4140

WEBSITE: www.coalindia.in

CIN:L23109WB1973GOI028844

(An ISO 9001:2015 & ISO 50001:2011 Certified Company)

Ref: CIL/C5A (PC)/Advisor/ 2746

Date: 17.03.2018

OFFICE MEMORANDUM

**Sub: Amendments in the CIL's Policy for availing the services of retired CMDs/
Directors/ Sr. Level Executives, etc. as full time/ part time advisors**

The CIL Board in its 343rd meeting held on 19.07.2017 approved the following amendments in the CIL's Policy for availing the services of retired CMDs/ Directors/ Sr. Level Executives, etc. as full time/ part time advisors:

1. To keep a cap of 0.5% of overall sanctioned strength of Executives of CIL out of which 50% would be operated by Subsidiary and 50% by CIL for appointment of Advisors.
2. Advisors should preferably be selected from a panel by following General Financial Rules (GFR) laid down norms and not "on nomination basis" except individual cases of exceptional nature which have to be approved by the Board on a case to case basis.

Further, as per the directions of CIL Board in its 349th CIL Board meeting held on 28.10.2017, the following revised terms and conditions for engagement of advisors has been approved by the Competent Authority and the CIL Board was subsequently apprised in its 358th CIL Board meeting held on 21.02.2018:

Sl	Items	Existing Terms & Conditions	Revised Terms & Conditions
1	Designation	The selected candidate shall be designated as "Advisor" with specified discipline for which he is selected.	The retired Board level Directors or equivalent on selection shall be designated as "Senior Advisors" and Others as "Advisor" with specified discipline for which they are selected.
2	Definition of Full Time Advisor	<i>New Provision</i>	Full time advisor means an official engaged as an Advisor, for a period under this policy, who shall render his services as per the requirement of the Management any time.

3	Definition of Part Time Advisor	New Provision	Part time advisor means an official engaged as an Advisor, for a period under this policy, who shall render his services for a minimum 10 days in a month during the period of engagement.																												
4	Definition of Task based Advisors	New Provision	Task based Advisor means an official engaged as an Advisor, for a short duration of less than 6 months for a specific task/ assignment.																												
5	Consolidated Monthly Compensation/ Honorarium for full time Advisors	<table><tr><td>For Retd.Chairman/ Directors</td><td>Rs.1,00,000/- p.m.</td></tr><tr><td>For Retd. E-9 Gr.Executive</td><td>Rs.80,000/- p.m</td></tr><tr><td>For Retd. E-8 Gr.Executive</td><td>Rs.70,000/- p.m</td></tr><tr><td>For Retd.E-7 Gr.Executive</td><td>Rs.60,000/- p.m</td></tr></table>	For Retd.Chairman/ Directors	Rs.1,00,000/- p.m.	For Retd. E-9 Gr.Executive	Rs.80,000/- p.m	For Retd. E-8 Gr.Executive	Rs.70,000/- p.m	For Retd.E-7 Gr.Executive	Rs.60,000/- p.m	<table><tr><td>For Retd.Chairman/ Directors</td><td>Rs.1,00,000/- p.m.</td></tr><tr><td>For Retd. E-9 Gr.Executive</td><td>Rs.80,000/- p.m</td></tr><tr><td>For Retd. E-8 Gr.Executive</td><td>Rs.70,000/- p.m</td></tr><tr><td>For Retd.E-7 Gr.Executive</td><td>Rs.60,000/- p.m</td></tr><tr><td>For Retd.E-6 Gr.Executive</td><td>Rs.50,000/- p.m</td></tr><tr><td>For Retd.E-5 Gr.Executive</td><td>Rs.40,000/- p.m</td></tr><tr><td>For Retd. E-4 Gr. Executive</td><td>Rs. 35,000/- p.m.</td></tr><tr><td>For Retd. E-3 Gr. Executive</td><td>Rs.30,000/- p.m.</td></tr><tr><td>For Retd. E-2 Gr. Executive</td><td>Rs. 25,000/- p.m.</td></tr><tr><td></td><td></td></tr></table> <p>The Consolidated monthly compensation will be revised after the implementation of 2017 Pay Revision of Executives.</p>	For Retd.Chairman/ Directors	Rs.1,00,000/- p.m.	For Retd. E-9 Gr.Executive	Rs.80,000/- p.m	For Retd. E-8 Gr.Executive	Rs.70,000/- p.m	For Retd.E-7 Gr.Executive	Rs.60,000/- p.m	For Retd.E-6 Gr.Executive	Rs.50,000/- p.m	For Retd.E-5 Gr.Executive	Rs.40,000/- p.m	For Retd. E-4 Gr. Executive	Rs. 35,000/- p.m.	For Retd. E-3 Gr. Executive	Rs.30,000/- p.m.	For Retd. E-2 Gr. Executive	Rs. 25,000/- p.m.		
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6	Consolidated Monthly Compensation/ Honorarium for part time Advisors	Part-time Advisors would work for 10 days in a month and will only be entitled to 50% of consolidated pay of the respective grade. They would not be entitled to any other facility stipulated in the policy.	Part-time Advisors are entitled to 60% of the consolidated pay of the Full Time Advisors of the corresponding grade. They would not be entitled to any other facility/benefit stipulated in the policy.																												

7	Consolidated Monthly Compensation/ Honorarium for Task based Advisors	New Provision	Officials can also be engaged as Task based Advisors on fixed days on specific assignments/ projects for a period of not more than 06 months. In that event, they shall be eligible for Compensation/ Honorarium on pro-rata basis of the consolidated monthly Compensation/ Honorarium applicable to Full-time Advisors of the corresponding grade. No additional compensation shall be paid if such advisors take time beyond the duration of engagement to complete the task.														
8	Conveyance Charges	<table><tr><td>For Retd.Chairman/ Directors</td><td>Rs.3,000/- p.m</td></tr><tr><td>For Retd. E-9 Gr.Executive</td><td>Rs.2,500/- p.m</td></tr><tr><td>For Retd. E-8 Gr.Executive</td><td>Rs.2,500/- p.m</td></tr><tr><td>For Retd.E-7 Gr.Executive</td><td>Rs.2,500/- p.m</td></tr><tr><td></td><td></td></tr></table>	For Retd.Chairman/ Directors	Rs.3,000/- p.m	For Retd. E-9 Gr.Executive	Rs.2,500/- p.m	For Retd. E-8 Gr.Executive	Rs.2,500/- p.m	For Retd.E-7 Gr.Executive	Rs.2,500/- p.m			Company shall provide Conveyance for full time Advisors as per availability. However, where conveyance is not provided, they shall be eligible for 5% of consolidated pay per month as conveyance charge.				
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9	Accommodation Facility	<p>Suitable company's accommodation shall be provided on availability. However, if company's accommodation is not available, a consolidated amount will be paid as under:</p> <table><tr><td>For Retd.Chairman/ Directors</td><td>Rs.4,000/- p.m</td></tr><tr><td>For Retd. E-9 Gr.Executive</td><td>Rs.3,500/- p.m</td></tr><tr><td>For Retd. E-8 Gr.Executive</td><td>Rs.3,500/- p.m</td></tr><tr><td>For Retd. E-7 Gr.Executive</td><td>Rs.3,000/- p.m</td></tr></table>	For Retd.Chairman/ Directors	Rs.4,000/- p.m	For Retd. E-9 Gr.Executive	Rs.3,500/- p.m	For Retd. E-8 Gr.Executive	Rs.3,500/- p.m	For Retd. E-7 Gr.Executive	Rs.3,000/- p.m	<p>Suitable company's accommodation shall be provided on availability. However, if company's accommodation is not available, a consolidated amount will be paid as under:</p> <table><tr><td>For X Class Cities</td><td>24% of Consolidated Pay per month.</td></tr><tr><td>For Y Class Cities</td><td>16% of Consolidated Pay per month.</td></tr><tr><td>For Z Class Cities</td><td>8% of Consolidated Pay per month.</td></tr></table> <p>The classification of the Cities for this purpose would be as per</p>	For X Class Cities	24% of Consolidated Pay per month.	For Y Class Cities	16% of Consolidated Pay per month.	For Z Class Cities	8% of Consolidated Pay per month.
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			<p>classification of Cities as circulated by DoE vide OM dated 07.07.2017.</p> <p>In the event of Company's accommodation, the house rent, as applicable to Executives on roll, will be recovered.</p>
10	Re-imburement for Mobile Telephones	Re-imburement for the use of mobile telephones based on the actual bills or Rs.750/- p.m. whichever is less.	<i>Same</i>
11	Medical	All executives of CIL covered under the Post Retiral Medical Benefits Scheme will continue to be governed by the said scheme. Those appointed, who were not under the roll of CIL, will be given the same coverage of benefit, if they are not covered under any post retiral medical scheme.	<i>Same</i>
12	Leave	One day paid leave for every 20 days of work (including intervening weekly holidays) in addition to the closed holidays shall be admissible.	The Advisor shall be entitled for paid leave of 15 days in every six months in addition to the paid holidays in the establishment. The paid leave shall be regulated as per the provisions of EL (Earned leave) applicable to the Executive cadre employees under the CIL Executive Leave Rules. However, the paid leave admissible as above are not encashable. The accumulated leave shall stand lapsed on the expiry of each period of engagement of an Advisor.
13	TA/ DA	TA/ DA and other boarding/ lodging charges shall be payable as per entitlement applicable to the existing executives of equal grades whenever tours are undertaken for the jobs related to assignment.	<i>Same</i>
14	Headquarters on Appointment	They would be stationed at Kolkata or Headquarters of the Subsidiary	They would be generally stationed at Headquarters of the Company, for

		or any other place of posting to be specifically mentioned.	which they are appointed. However, the Management will be within its rights to extend their expert services, anytime, to any Subsidiary/ other Establishments of the Company/ any other strategic locations.
15	Medical fitness	The appointment to the post of 'Advisor' shall be subject to Medical fitness to be certified by Company/ Govt. Medical Officer.	<i>Same</i>
16	Notice period	For termination of the contract one month's notice or consolidated compensation amount from either side.	<i>Same</i>
17	Extension of Fixed Tenure	Tenure of engagement can be extended on the recommendations of the Selection Board and with the approval of the Chairman-cum-Managing Director of CIL or Subsidiary as the case may be.	Tenure of engagement can be extended on the approval of the Chairman-cum-Managing Director of CIL or Subsidiary as the case may be.
18	Signing of documents	The Advisors will not sign or certify documents or pass bills etc. pertaining to the Dept. and will not supervise or control the day to day work of CIL/ Subsidiary employees.	The Advisors shall give their proposals, suggestions, comments, advises, remarks, etc. in writing under their signature and shall take accountability for the same. However, they will not supervise or control day to day work of officials/ employees of the Company nor will they certify or pass bills pertaining to the Department.
19	Secrecy	The appointed Advisor has to maintain the integrity and secrecy of the company's business and shall not engage himself with any other business during his tenure as Advisor. He shall perform the duties of the advisor with due diligence.	The Advisors will maintain all information/ documents/ materials gathered during the course of the engagement in strict confidence. They will not copy or make notes of such information/ documents except in conjunction with the work for the Company. They will not divulge to anyone outside the Company or use any of the information/ documents/ materials gathered during the course

			<p>of engagement for their own or anyone else's benefit, either during or after the terms of engagement with the Company. The aforesaid obligation shall also apply to proprietary/ confidential information/ documents of third parties received by them or the Company in the normal course of the engagement with the Company.</p> <p>The Advisors shall, while demitting the Office, handover all information/ documents/ materials (in soft/ hard format) under their possession, during the engagement period, to the concerned HoD.</p>
20	Tax	In case payment of Service Tax is required, then the same shall be reimbursed on production of proof of such payment.	In case payment of GST is required, then the same shall be reimbursed on production of proof of such payment.
21	Role of Advisors	<i>New Provision</i>	<p>The Role of an Advisor will broadly include the following:</p> <ol style="list-style-type: none"> Contributing towards plan and execution of new schemes and project. Contributing in overcoming major constraints & bottleneck faced by departments of the domain they are engaged for. Identifying the "areas of improvement" in the domain and to suggest the way out. Identifying non-value adding activities that may be eliminated and to advice on the gainful alternative deployment of resources that were engaged in such non-value adding activities. Capacity building of the department for being self-reliant in their respective domain. To come out with innovative ideas to simplify and shorten the

			<p>processes of workflow reasonably to accelerate the pace of obtaining the end result.</p> <p>g) Taking up specific Task/projects, formulating schemes etc. and playing the role of Change Agent in execution of such Task/ Projects.</p>
22	Reporting Relationships	<i>New Provision</i>	<p>During course of their engagement, the Advisors will employ themselves efficiently, diligently and to the best of their ability shall devote their whole time and attention to the interest of the Company and generally carry out work as assigned to them and shall comply with all lawful orders and directions given by the CMDs/ Directors/ HoDs. They shall honestly, diligently and faithfully serve the Company and use utmost endeavour to promote the interest of the Company.</p>
23	Expiry of Terms of Engagement	<i>New Provision</i>	<p>Unless the ad-hoc period of engagement is extended further or terminated earlier by giving one-month notice or payment in lieu thereof, the engagement will come to an automatic end on the expiry of the period of engagement stipulated in the offer letter and no notice will be necessary.</p>
24	Performance Review	<i>New Provision</i>	<p>The value addition by the Advisor will be reviewed on the parameters as mentioned at para (21) above by the Management and on being found satisfactory, approval for further extension may be granted as provided under para (17) above.</p>
25	Joining on Appointment	<i>New Provision</i>	<p>The Advisor is required to join within 15 days of the offer of engagement or in exceptional circumstances, as approved by the</p>

			concerned Functional Director. In the event of failure to join within the stipulated period, the offer of engagement shall stand withdrawn automatically.
26	Prohibition on other Full time Engagement	<i>New Provision</i>	Advisor shall not accept any full time appointment or post, whether advisory or administrative, in any other Firm or Company during the period of their engagement with CIL and its Subsidiaries.
27	Vigilance/ Departmental Clearances	<i>New Provision</i>	The rules of promotion on the matter of Vigilance/ Departmental/ Safety clearances shall hold good in the appointment of Advisors.
28	Modification of Terms & Conditions	<i>New Provision</i>	The Functional Directors of CIL shall make necessary modifications in the terms and conditions from time to time as may be required in the best interest of the Company.
29	Appointing Authority	<i>New Provision</i>	The Chairman-cum-Managing Director of the CIL/ Subsidiary Companies shall be the Appointing Authority for the Advisors engaged in the respective Companies.

The above amendments shall come into force with immediate effect. This is for information and compliance by all concerned.


(Charles Juster)

General Manager (P/PC)

Distribution:

1. The CMD, ECL/BCCL/CCL/NCL/SECL/WCL/MCL/ CMPDIL
2. The Director (P&IR)/Director(Finance)/Director (Tech.)/Director(Mkt.), CIL
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4. Functional Directors, ECL/ BCCL/ CCL/ NCL/ SECL/ WCL/ MCL/ CMPDIL
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9. The General Manager, New Delhi Office
10. The GM/ HoD(IICM)
11. The General Manager, NEC
12. The General Manager (System), CIL – with a request to please upload the same in CIL website for information of all Executives.