



COAL INDIA LIMITED
"COAL BHAWAN"
10 NETAJI SUBHAS ROAD
KOLKATA - 700001

No. CIL/C-5A(PC)/CDA/50

Date : 20.02.2014

OFFICE ORDER

Sub : Amendment of Rule 16.5 of Coal India Executives Conduct Discipline & Appeal Rules, 1978 .

Reg : RESTRICTIONS ON TOP LEVEL EXECUTIVES OF PUBLIC ENTERPRISES JOINING PRIVATE COMMERCIAL UNDERTAKINGS AFTER RETIREMENT.

The CIL Board of Directors in their 304th meeting held on 12.02.2014, has accorded its approval for amendment of Rule 16.5 of Coal India Executives Conduct Discipline & Appeal Rules, 1978 regarding restrictions on top level executives of public enterprises joining private commercial undertakings after retirement.


Accordingly the Rule 16.5 of Coal India Executives Conduct Discipline & Appeal Rules, 1978 , shall be read as stated below :

Rule 16.5 - RESTRICTIONS ON TOP LEVEL EXECUTIVES OF PUBLIC ENTERPRISES JOINING PRIVATE COMMERCIAL UNDERTAKINGS AFTER RETIREMENT.

No functional Director of the company including Chief Executive who has retired/resigned from the service of the company, after such retirement/ resignation, shall accept any appointment or post, whether advisory or administrative, in any firm or company, whether Indian or foreign, with which the company has or had business relations, within one year from the date of retirement without prior approval of the Government. The term retirement includes resignation; but not the cases of those whose term of appointment was not extended by Government for reasons other than proven misconduct. The term 'business relations' includes 'official dealings' as well.

All the full-time functional Director of the company including Chief Executive shall submit a bond as per Form - VIII (annexed) along with non dues certificate prior to release of terminal benefits.

This issues with the approval of Competent Authority.


(M. Nazar Ali) 20/2/14
General Manager (Personnel/PC)

Distribution:

1. CMD, ECL/BCCL/CCL/WCL/SECL/NCL/MCL/CMPDI
2. D (P&IR)/D (F)/D(T)/D (Mktg), CIL, Kolkata
3. D (P)/D (F) ECL/BCCL/CCL/WCL/SECL/NCL/MCL
4. D (T)/(ES), CMPDI, Ranchi
5. CVO, CIL, Kolkata
6. D (P&AW), SCCL, Singareni Colliery, P.O. Kathagudem Collys., Distt. Khamam (AP)
7. ED, IICM, Ranchi
8. ED(Internal Audit), CIL Kolkata
9. CGM/TS to Chairman, CIL, Kolkata
10. GM, NEC
11. GM(P)/(EE) , ECL/BCCL/CCL/WCL/SECL/NCL/MCL/CMPDI/CIL
12. GM(Telecom),CIL - with a request to upload the same in CIL website intranet under Circulars / internet under Info -Circulars. Soft Copies e-mailed.
13. GM(Rajbhasha),CIL - for hindi version
14. GM, CIL, New Delhi
15. Company Secretary, CIL
16. TS to D (P&IR)/D (F)/D(T)/D (Mktg), CIL, Kolkata
17. Sr.Officer (Secretarial.), D(P&IR),CIL
18. Guard file

FORM – VIII

[Rule 16.5]

BOND CUM UNDERTAKING

(To be executed on a non-judicial stamp paper of the appropriate value)

To be obtained from the concerned Functional Directors(s)/CMD along with
NON DUES CERTIFICATE prior to release of terminal benefits

KNOW ALL MEN BY THESE PRESENTS THAT

WE _____ s/d/o _____ resident
of _____ presently working as _____ in (Name of CPSE)
(hereinafter called "the Obligor") and (i) Shri. _____ s/d/o _____
r/o _____ (ii) Shri. _____ s/d/o _____
r/o _____ (hereinafter called "the Sureties") do hereby jointly and
severally bind ourselves and respective heirs, executors and administrators to pay to the
_____ (Name of CPSE) on demand the sum of Rs. _____ (Rupees
_____) equivalent to the basic pay drawn by the Obligor
during the last six months of his/her tenure in (Name of CPSE) or Rs.10 (Ten) lakhs,
whichever is more, together with interest thereon from the date of demand at
Government rates, for the time being in force, on Government loans or, if payment is
made in a country other than India, the equivalent of the said amount in the currency of
that country converted at the then prevailing official rate of exchange between that
country and India AND TOGETHER with all costs between attorney and client and all
charges and expenses that shall or may have been incurred by the Company.

1. AND WHEREAS the Obligor has been appointed to the position of Director/CMD in (Name of the CPSE) (hereinafter called "The Company"), in terms of Offer of Appointment ref. No. _____ Dated _____. The aforesaid terms of the offer were accepted by him/her and the Obligor assumed office on _____.
2. AND WHEREAS in terms of the aforesaid Offer of Appointment it is required that in the event of Obligor's retirement/resignation from the Company, the Obligor will not accept any appointment or post, whether advisory or administrative, in any firm or Company whether Indian or Foreign, with which the Company has or had business relations, within one year from the date of Obligor's retirement/resignation, without prior approval of the Government.
3. AND WHEREAS it was also required, in terms of the aforesaid Offer of Appointment, that terminal benefits due to Obligor, in the event of his/her retirement/resignation from the services of Company, would not be released unless a bond regarding aforesaid restrictions on the post retirement is executed by him/her.
4. AND WHEREAS for the better protection of the Company, the Obligor has agreed to execute this bond with such condition as herein under contained.
5. AND WHEREAS the said Sureties have agreed to execute this bond as sureties on behalf of the above Obligor.

6. NOW THE CONDITIONS OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of Obligor's failure to abide by the restriction pertaining to acceptance of employment or post, whether advisory or administrative, in any firm or Company whether Indian or Foreign, with which the Company has or had business relations, within one year from the date of Obligor's retirement/resignation, without prior approval of the Government, Obligor shall become liable for payment of the sum equivalent to the bond amount to (Name of CPSE). In the event of the aforesaid failure and upon the Obligor failing to pay the sum of equivalent to the bond amount to (Name of CPSE), the Company will be at liberty to initiate appropriate civil action for recovery of the aforesaid bond amount from the Obligor. This will be without prejudice to the rights of the Company to initiate any other action as deemed fit in the circumstances of the Case.

AND upon the Obligor Shri. _____ and, or Shri. _____ and, or Shri. _____ and Shri. _____, the Sureties aforesaid making such payment, the above written obligation shall be void and no effect otherwise it shall be and remain in full force and virtue.

PROVIDED ALWAYS that the liability of the Sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance act or omission of the Company or any person authorized by it (whether with or without the consent or knowledge of the Sureties) nor shall it be necessary for the Company to sue the Obligor before suing the sureties Shri. _____ and Shri. _____ or any of them for amounts due hereunder.

THE bond shall in all respects be governed by the laws of India for the time being in force and the rights and the liabilities hereunder shall where necessary be accordingly determined by the appropriate Courts in India.

In witness whereof, these present have been signed by a duly authorized officer on behalf of the company and by the other person (s) party thereto.

Signed and delivered by the above Obligor along with his Sureties on this _____ Day of _____ Month _____ 20 _____

Signature of Obligor

_____ 1. Sign of Surety :
 Name :
 Designation :
 Office to which attached :

In the presence of _____
 For and on behalf of the Company

2. Sign of Surety :
 Name :
 Designation :
 Office to which attached :

This bond should be executed accordingly & accepted by the accepting authority*

Signature of the Accepting Authority

*The accepting authority for Directors/MD and CMD of CPSEs would be as under

Directors	CMD/MD of the concerned CPSE
MD	Chairman of the concerned CPSE
CMD	Secretary of the concerned administrative Ministry/Department