



# CIL's Policy for availing the services of retired CMDs/ Directors/ Sr. level Executives, etc. as full time/ part time Advisors

(Including all amendments upto 17.03.2018)

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# CIL's Policy for availing the services of retired CMDs/ Directors/ Sr. level Executives, etc. as full time/ part time Advisors

## 1.0. Title

This policy is called Coal India Limited's Policy for availing the services of retired CMDs/Directors/Sr. Level Executives etc. as full time/part time Advisors.

## 2.0. Scope

The policy covers engagement of retired executives as full time or part-time Advisors on fixed tenure basis in Coal India Limited and its Subsidiaries. This policy is not meant for re-appointment but would be treated as an exception and only as temporary measure in view of superannuation of experienced executives in various disciplines. There would be 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.

(Authority: CIL/C5A(PC)/Advisor/03 dated 01.01.2014 & CIL/C5A(PC)/Advisor/2746 dated 17.03.2018)

This policy covers engagement of following categories of retired executives.

- a) Retired Board level and below Board level Officers from public sector undertakings / autonomous organization of Central / State Govt., Officers of class – C and above of Central & state Government (Non- clerical) & members of National level professional Institutions.
- b) VRS optees should not be considered

## 3.0. Definitions

- a) '**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.
- b) '**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.
- c) '**Task based Advisor**' means an official engaged as an Advisor, for a short duration of less than 6 months for a specific task/assignment.



(Authority: CIL/C5A(PC)/Advisor/2746 dated 17.03.2018)

#### 4.0. Selection Criterion & Process

- a) The upper age limit of the Advisors should not exceed 65 years and
- b) The contract period should not be more than two years.

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.

(Authority: CIL/C5A(PC)/Advisor/2746 dated 17.03.2018)

#### 5.0. Offer of Engagement

Offer of engagement shall be issued in writing and will clearly specify the tenure of engagement for the estimated duration for a particular assignment at corporate level or subsidiary level.

#### 6.0. Designation

The retired Board level Directors or equivalent on selection shall be designated as “Senior Advisors” and others as “Advisors” with specified discipline for which they are selected.

(Authority: CIL/C5A(PC)/Advisor/2746 dated 17.03.2018)

#### 7.0. Benefits

- a) Consolidated monthly compensation/ Honorarium
  - i) Full-time Advisors: Consolidated monthly compensation/ Honorarium shall be payable as under for rendering service on full time basis on monthly basis.

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

The consolidated monthly compensation will be revised after the implementation of 2017 Pay Revision of Executives.

- ii) Part-time Advisors: Part-time Advisors are entitled to 60% of 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.
- iii) Task based Advisors: 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 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.

b) Conveyance charges

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.

c) Accommodation Facility

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:

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



The classification of the cities for this purpose would be as per classification of cities as circulated by DoE vide OM dated 07.07.2017.

In the event of Company's accommodation, the house rent, as applicable to executives on roll, will be recovered.

d) Re-imbursement for Mobile Telephones

Re-imbursement for the use of mobile telephones based on the actual bills or Rs.750/- p.m. whichever is less.

e) 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.

f) Leave

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 is not encashable. The accumulated leave shall stand lapsed on the expiry of each period of engagement of an Advisor.

g) 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.

(Authority: CIL/C5A(PC)/Advisor/2746 dated 17.03.2018)

## 8.0. Other Conditions

- a) Headquarters on appointment - They would be generally stationed at Headquarters of the Company, for 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.
- b) Medical fitness - The appointment to the post of 'Advisor' shall be subject to Medical fitness to be certified by Company/Govt. Medical Officer.



- c) Notice period - For termination of the contract one month's notice or consolidated compensation amount from either side.
- d) Extension of Fixed Tenure - Tenure of engagement can be extended on the approval of the Chairman-cum-Managing Director of CIL or Subsidiary as the case may be.
- e) Signing of documents - 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 the day to day work of officials/ employees of the company nor will they certify or pass bills pertaining to the department.
- f) Secrecy – The Advisor 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 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.

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.

- g) Tax - In case payment of GST is required, then the same shall be reimbursed on production of proof of such payment.
- h) Role of Advisors - The Role of an Advisor will broadly include the following:
  - i) Contributing towards plan and execution of new schemes and project.
  - ii) Contributing in overcoming major constraints & bottleneck faced by departments of the domain they are engaged for.
  - iii) Identifying the “areas of improvement” in the domain and to suggest the way out.
  - iv) 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.
  - v) Capacity building of the department for being self-reliant in their respective domain.
  - vi) To come out with innovative ideas to simplify and shorten the processes of workflow reasonably to accelerate the pace of obtaining the end result.
  - vii) Taking up specific task/projects, formulating schemes etc. and playing the role of Change Agent in execution of such task/ projects.



- i) Reporting Relationships – 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 endeavor to promote the interest of the Company.
- j) Expiry of Terms of Engagement – 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.
- k) Performance Review – The value addition by the Advisor will be reviewed on the parameters as mentioned at Para (h) above by the Management and on being found satisfactory, approval for further extension may be granted as provided under Para (d) above.
- l) Joining on appointment – The Advisor is required to join within 15 days of the offer of engagement or in exceptional circumstances, as approved by the concerned Functional Director. In the event of failure to join within the stipulated period, the offer of engagement shall stand withdrawn automatically.
- m) Prohibition on other Full time engagement - 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.
- n) Vigilance/ Departmental Clearances – The rules of promotion on the matter of Vigilance/ Departmental/ Safety clearances shall hold good in the appointment of Advisors.
- o) Modification of terms and conditions - 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.
- p) Appointing Authority - The Chairman- cum- Managing Director of CIL/ Subsidiary companies shall be the Appointing Authority for the advisors engaged in the respective companies.

(Authority: CIL/C5A(PC)/Advisor/2746 dated 17.03.2018)