

Annexure- A

TERMS & CONDITIONS FOR ENGAGEMENT OF SECURITY PERSONNEL ON FIXED TENURE CONTRACT BASIS

1. Role Profile

- a) Monitoring security system of the company.
- b) Developing standard Operating Procedures.
- c) Implementing systems to prevent theft and illegal activities.
- d) Ensuring availability of security personnel & equipment.
- e) Organizing security surveys to identify the risk, threats and vulnerability.
- f) Ensuring training of security personnel.
- g) Monitoring security alerts, emerging patterns & trends and communicate to appropriate authority.
- h) Ensuring compliance and enforcement of all relevant laws related to security services.
- i) Maintaining relationship with Law & order authorities, district administration & other govt agencies.
- j) Liasoning with local communities & key persons
- k) Adopting latest technology to enhance the security system of the company
- l) Engaging with third party security arrangements
- m) Collecting Security intelligence information & taking advance actions.
- n) Monitoring performance of security agencies deployed in the company & ensuring compliance by them.
- o) Ensuring functional assistance in ERP implementation.

2. Contract Period

- a. The contract period of a Security Personnel should normally be for two years. However, it can be extended at the discretion of the Competent Authority in the interest of the Company for additional period of upto two years (cumulative maximum four years) in not more than two spells. Any further engagement beyond four years can only be through fresh selection process and notification of vacancies.
- b. Any such engagement will not be beyond his/ her attaining the age of 65 years.
- c. The contract will automatically cease to exist on expiry of the period of contract or on the last date of month in which the candidate has attained 65 years of age (previous month's last date if date of birth falls on 1st of a month) and for this, no separate notice would be necessary.

3. Consolidated monthly remuneration

The Security Personnel is eligible for consolidated monthly remuneration as under:

Designation & Grade	Till the age of 60 years	Beyond 60 years of age
Chief Manager (Security) & E7 grade	₹1,70,000/- plus statutory retiral benefits as specified at sub-clause (g) below	₹1,95,000/- only.

Designation & Grade	Till the age of 60 years	Beyond 60 years of age
General Manager (Security) & E8 grade	₹2,05,000/- plus statutory retiral benefits as specified at sub-clause (g) below	₹2,35,000/- only.

The consolidated monthly remuneration of the incumbent will be revised to ₹1,95,000 (in case of E7)/ ₹2,35,000 (in case of E8) from the subsequent month of attaining 60 years of age.

Apart from monthly remuneration, the Security Personnel will be eligible for the following additional benefits:

a) Variable Annual Increment linked to performance

The Security Personnel are not eligible for Performance Related Pay (PRP). However, a variable annual increment of monthly remuneration will be applicable as on 1st April based on the performance rating of the last FY as under:

Performance Rating	Variable Increment of remuneration
Outstanding	7%
Very Good	5%
Good	3%
Fair	1%
Poor	0%

However, the entitlement of variable increment of the first FY after engagement would be regulated as under:

Engagement Period of the first FY	Entitlement of Variable Increment
< 3 months	No increment
> = 3 & < 6 months	Half of Variable increment
> = 6 & < 9 months	Three fourth of variable increment
> = 9 months	Full increment

The increment will be payable as a separate component and not to be linked with the fixed monthly remuneration. The increment is also payable in a cumulative manner i.e., while paying the increment for a year, previously paid increment(s) will continue to be paid.

b) Accommodation facility

Suitable Company's accommodation will be provided as applicable to on-roll Executives against the standard rent fixed by the Company, if available.

c) Medical

Till 60 years of age, Security Personnel will be entitled for medical facilities for self, spouse & dependents whereas, beyond 60 years, only self & spouse will be entitled for medical facilities as per the Coal India Medical Attendance Rules (MAR) during their period of engagement.

d) Leave

The Security Personnel will be entitled for paid leave of 15 days in every six months in addition to the casual leave of 12 days and 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 Coal India Executive Leave Rules 2010. However, the paid leave admissible as above is not encashable. The accumulated leave shall stand lapsed on expiry of period of engagement.

e) TA/ DA

Whenever tours are undertaken by the Security Personnel, the TA/ DA and other boarding/ lodging charges will be payable as per the entitlement applicable to the regular on-roll Executives of equivalent grade.

f) Retiral Benefits

Till attaining the age of 60 years, the Security Personnel is eligible for statutory retiral benefits like Gratuity & CMPF/ CMPS. Contributions for the said retiral benefit would be made by Employer and the Security Personnel at par with on-roll Executives on monthly basis as per the respective Acts/ Rules.

For the purpose of statutory retiral benefits, the Basic Pay for E7 & E8 grade Security Personnel will be fixed as ₹1,00,000/- & ₹1,20,000/- respectively for the entire period of engagement and DA as per IDA rates.

If the candidate is already a member of EPFO, then he/ she will continue to be a member of EPFO instead of CMPF/ CMPS and the percentage contribution of Employer and Security Personnel will be regulated accordingly.

The superannuation benefits will not be applicable for Security Personnel beyond the age of 60 years.

Security Personnel will not be eligible for other non-statutory retiral benefits like Post-retiral medical benefits and defined contribution pension for the period of their engagement with CIL under this Policy unless otherwise eligible in normal course prior to such engagement.

4. Other Terms & Conditions

a) Secrecy

The Security Personnel 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 connection 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 Security Personnel shall, while demitting the Office, handover all information/ documents/ materials under their possession, during the engagement period, to the concerned HoD.

b) Joining

The candidate is required to join within 15 days from the date of issuance of offer of engagement or in exceptional circumstances, as approved by the Director (Personnel) of the concerned Subsidiary/ CIL. In the event of failure to join within the stipulated period, the offer of engagement shall stand withdrawn automatically.

c) Other Conditions

- i. Selection of the Security Personnel is subject to Character and Antecedent verification of the candidates, which would be done post appointment. In case, any discrepancy or concealment of information is found, the contract period of such Security Personnel will be terminated with immediate effect without any notice period.
- ii. The Candidates would be eligible for reimbursement of cost of fare incurred at the time of attending interview, initial medical examination & joining equivalent to AC 2 Tier (2nd AC)/ Air travel (Economy Class) by the shortest route for self.
- iii. Based on the requirement of the Company concerned, Management will be within its rights to extend the services of Security Personnel, anytime, to any Establishments of the Company/ Strategic locations with applicable transfer benefits like TA, joining time/ transit leave and conveyance of personal effects. However, they will not be eligible for any transfer grant and settling-in-allowance.
- iv. The offer of engagement under this Policy shall not confer any right for regular appointment in CIL & its Subsidiaries.
- v. During course of their engagement, the Security Personnel 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 concerned HoDs. They shall honestly and faithfully serve the Company during their period of engagement.
- vi. Security Personnel engaged under this policy will exercise the full powers of E7/ E8 grade Executives of Security discipline.
- vii. Any absence from work for a continuous period of fifteen days or more without proper written permission of the Reporting Authority will amount to voluntary

abandonment of engagement and automatic termination without any notice or payment in lieu of notice period.

- viii. Executive Establishment department of the concerned Company will be the nodal department for implementation of the performance appraisal system of Security Personnel engaged under this Policy. The department will co-ordinate with the engaged personnel and their reporting hierarchies for filling up of appraisal forms along with appeal disposal as per the prescribed timelines.

If the engaged Security Personnel is either rated as “Poor” in any FY or “Fair” in two consecutive FYs, then his/ her engagement would be terminated by giving one month’s notice or on payment of one month’s remuneration in lieu thereof.

- ix. The period of engagement is liable to be terminated at any time without assigning any reason thereof after giving one month’s notice or on payment of one month’s remuneration in lieu thereof on either side.
- x. In respect of any other item concerning the terms & conditions of engagement of Security Personnel which is not covered under the preceding paras, the same will be governed by the relevant rules/ instructions applicable with the specific approval of the Chairman, CIL as well as amendments to the rules/ instructions/ policy issued from time to time.