



**COMPENDIUM
OF
SERVICE RULES

VOLUME - III**

**KIOCL LIMITED
II BLOCK, KORAMANGALA,
BANGALORE 560 0034**



For official use only

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**PREFACE**

A Compendium of following rules applicable to the employees as approved by the Board of Directors and amended time to time has been updated (upto 30.04.2009).

- 1) Rules for Grant of Advances to Employees.
- 2) Travelling Allowance Rules.
- 3) Promotion Policy and Career Development Plan for Supervisors and Executives.
- 4) Rules for promotion framed under the Promotion Policy and Career Development Plan for Supervisors and Executives.
- 5) Composite Compensation Scheme.
- 6) Employees' Group Gratuity Life Assurance Scheme Rules.
- 7) Rules and procedures governing leased residential accommodation for Executives at Below Board level
- 8) Scheme for Farewell to Retiring Employees.
- 9) Benevolent Fund Scheme.
- 10) Scheme for grant of ex-gratia assistance towards funeral expenses of employees who die while in service.

The printed booklet is for ready reference and official use only. In case of doubts/disputes, the original text of the rules as approved/amended by the Competent Authority from time to time will only be the authorised version.

Bangalore
Dated 30.04.2009

(S Rajendra)
Addl. General Manager (Personnel)



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**RULES FOR GRANT OF ADVANCES TO EMPLOYEES****1. GENERAL**

The rules regulating the grant of advances to the employees of the Company are laid down in the following paragraphs.

2. PROPRIETY OF AN ADVANCE

It shall not be permissible for any authority to sanction any advance which involves a breach of the standards of financial propriety.

3. STANDARDS OF FINANCIAL PROPRIETY

In the exercise of their financial powers, the sanctioning authority must pay due regard to the following principles:

- 3.1 The expenditure to meet which advance is sanctioned shall not be prima facie more than what the occasion demands.
- 3.2 No authority shall exercise its powers of sanctioning advance when it will be directly to its own advantage.
- 3.3 The amounts advanced are utilised for the purpose for which it is sanctioned.

4. INTEREST ON ADVANCE

Simple interest at such rates as may be prescribed shall be charged for the purchase of conveyance. The interest shall be calculated on the balance of outstanding as on the last day of each month.

Notes:

- i. In case where pay bills for the month are disbursed before the end of the month, an instalment in repayment of an advance received through the pay bill will be taken as having been refunded on the first of the following month - the normal day for the disbursement of pay.



- ii. If in a particular case, any advance is drawn in more than one instalment, the rate of interest recoverable should be determined with reference to the date on which the first instalment is drawn.
- iii. No interest shall be charged in respect of advances against earned salary or travelling expenses.

5. **CONDITIONS FOR REPAYMENT**

All advances are subject to adjustment in accordance with the rules applicable to each case. When an advance is adjustable by recovery, the amount to be recovered monthly should not be affected by the fact of an employee going on leave of any kind. The Chairman-cum-Managing Director may order reduction in special cases, where an employee is unable to refund the instalments due to circumstances beyond his control. A personal advance made to an employee may be repaid by either in cash or by reduction in his pay or travelling allowance bill.

6. **ADVANCE ON PROCEEDING ON TOUR**

An employee may be granted by the Controlling Officer, when proceeding on official tour, an amount sufficient to cover the expenses permissible under the Travelling Allowance Rules, subject to final adjustment against his travelling allowance bill and in no case should exceed the likely travelling expenses.

7. **ADVANCE ON TRANSFER**

An employee under orders of transfer, whether he is on-duty or on leave, when he receives orders of transfer, may be granted, under the sanction of the Controlling Officer, an advance upto an amount not exceeding two months' substantive pay plus travelling allowance to which he may be entitled under the rules in consequence of transfer.

8. **RECOVERY OF ADVANCE PAY AND TRAVELLING ALLOWANCE**

- 8.1 The advance of pay should be recovered from the pay of employee in three monthly instalments beginning with the month in which a full month's pay is drawn after transfer. The amount of advance to be recovered should be fixed in whole rupees, the balance being recovered in the last instalment. The advance of travelling allowance should be recovered in full on submission of the travelling allowance bill by the concerned employee.



- 8.2 An employee may be allowed a second advance to cover the travelling allowance of any member of his family, who follows him within six months' from date of transfer and in respect of whom an advance of travelling allowance has not already been drawn.
- 8.3 When a single lump sum is drawn to cover the travelling expenses both of the employee and his family, it may be adjusted by the submission of more than one bill, if it so happens the members of his family do not actually make or complete the journey with him. In such a case, the concerned employee should certify on each adjustment bill submitted by him that a further bill in respect of travelling allowance of the members of his family (to be specified), who have not yet completed the journey, will be submitted in due course and it is expected to include an amount not less than the balance of the advance left un-adjusting that bill.

9. ADVANCE UNDER SPECIAL CIRCUMSTANCES

Chairman-cum-Managing Director may sanction an advance of one month's pay to employees of the Company under very special circumstances, e.g. in case of fire, flood, and serious injury or illness. Such advances shall be recovered in three equal instalments beginning with the month in which full month's pay has been drawn after drawal of the advance.

10. OTHER ADVANCES

Rules for grant of advances for purchase of conveyance, festivals and medical treatment are appended:

- | | |
|---|---------------------|
| a) Purchase of motor car, motor cycle, Scooter or moped | Appendix-I |
| b) Purchase of bicycle | Appendix-II |
| c) Festivals | Appendix-III |
| d) Medical attendance and treatment | Appendix-IV |

**APPENDIX-I**
[Ref.Rule 10(a)]**RULES FOR GRANT OF ADVANCE FOR PURCHASE OF
MOTOR CAR, MOTOR CYCLE, SCOOTER, OR MOPED.****1 PERSONS ENTITLED:**

1.1 An advance may be granted to:

- i. an Executive drawing pay of Rs.11,050/- and above for purchase of motorcar.
- ii. an employee drawing a basic pay of Rs.5,250/-per month and above, for Purchase of a Motorcycle/ Scooter; and
- iii. all employees for purchase of Moped.

Advance may be granted on production of a certificate as laid down in rule 3 and subject to the condition that:

- a) he had rendered at least one year's service under the Company;
- b) is not on probation/training, except in the case of Junior Engineers/Junior Officers (direct recruit);
- c) if he is a contract officer, has been granted a contract for a period of at least three years.
- d) is not a foreign technician; and
- e) if he is an employee on deputation from Govt., the approval of the parent department has been received and the amount of advance is recovered within the period of deputation.

Note: Standard Application Form is given in form-IV.

1.2 An employee, other than an employee whose appointment is upto the age of superannuation, will be required to furnish a surety from another employee of the Company who is also eligible for grant of advance under these rules.

1.3 An employee under suspension shall not be eligible for the advance.



KUDREMU KH 1.4 Advance will not be sanctioned to an employee who is on leave. An employee who is about to proceed on leave and for whom an advance has already been sanctioned will not be allowed to draw the advance earlier than a week before the expiry of the leave.

1.5 No advance will be admissible where an employee proceeds on deputation out of India and desires a motorcar for use during deputation.

2. AMOUNT OF ADVANCE

2.1 The maximum amount of the advance for the purchase of a motorcar will be Rs.1,25,000/-

2.2.1 The maximum amount of advance for purchase of a motorcycle/scooter will be Rs.25,000/-

2.2.2 The maximum amount of advance for purchase of a Moped or any other power driven vehicle of 50 CC & below will be Rs.12,000/-.

2.3 If the vehicle is new, the price of vehicle shall be as indicated in the sale invoice issued by the dealer; if the vehicle is not a new one, the sanctioning authority may require that the price of the vehicle shall be assessed by his representative.

3. ESSENTIALITY CERTIFICATE

It should be certified by the sanctioning authority (see rule 7) that the purchase of a motor car or a motor cycle by the employee is necessary for the efficient discharge of his duties, unless the purchase is necessary under explicit orders of the Company as a condition of service or as a condition for holding a particular post.

4. SECOND ADVANCE

A second advance for purchase/replacement of motor car/motor cycle/scooter/moped could be considered subject to the following:

the outstanding balance of the advance in respect of first advance together with interest thereon has been fully repaid,

One year has elapsed since repayment of the first advance together with interest.

There is no advance and interest thereon outstanding in respect of any other conveyance sanctioned earlier,

Preference will, however, be given to the applicants for first advance, and



An additional 2% interest over and above the prevailing rate of interest shall be charged in respect of the second advance.

5. **PURCHASE BEFORE SANCTION OF ADVANCE**

An advance may be given for repaying a short private loan taken for the purchase of a motor car/ motor cycle/scooter/moped provided:

- a) the conveyance is purchased after applying for the advance; and
- b) the conveyance is purchased within three months' of applying for the advance.

6. **CERTIFICATE OF AVAILABILITY OF FUNDS**

The availability of funds for the advance should be certified by the Finance Department before the grant of advance is sanctioned by the Sanctioning Authority.

7. **SANCTIONING AUTHORITY**

The advance may be sanctioned by an authority to whom necessary powers have been delegated in this behalf.

8. **PROCEDURE AND CONDITIONS FOR DRAWAL OF ADVANCE**

- 8.1 Before the amount of the advance is drawn, the employee will have to sign an agreement with the Company in the prescribed form (Form I) and immediately after the purchase execute a mortgage bond hypothecating the vehicle to the Company in the prescribed form (Form II) as security. If the actual price paid for the conveyance (excluding insurance charges) is less than the amount of the advance, the difference should be forthwith repaid to the Company.
- 8.2.1 The deed of hypothecation shall be deposited with the Company within 30 days' of the delivery of the vehicle. The deed of hypothecation shall stand cancelled after the advance with interest is fully paid and it shall be returned to the employee duly endorsed on the same to that effect.
- 8.2.2 In the event an employee fails to comply or to fulfil any provisions of the Scheme, the Company shall be at liberty to proceed against the hypothecated property and sell the vehicle to recover the balance due to the Company.



KUDREMU KH 8.2.3 The final payment for the conveyance should be effected within one month of the date on which the advance is drawn, failing which the full amount of the advance drawn, with interest thereon for the month, should be refunded to the Company.

8.2.4 The sanction order for the advance shall remain valid for a period of three months’.

Notes:

- i) Furnishing of security at the time of registration as a prospective purchase as required under the Motor Car (Distribution and Sales) Control Order of 1959, will be the responsibility of the employee concerned. No advance will be given to him from the Company funds for this purpose.
- ii) The advance may be applied for well in time and sanctioned by the competent authority as soon as possible. The advance may, however, be drawn only after the employee concerned has received a written assurance from the dealer that the supply is likely to be available within a month and a certificate to this effect is recorded on the bill for the advance.
- iii) In the event of any delay in supply, despite the written assurances referred to at (ii) above, the employee should apply for extension of the time limit within the permissible period of one month and seek permission for retaining the advance for a further period which should be specified. Each such request should be supported with a letter from the dealer concerned indicating the likely period of supply and will be considered on its own merits.
- iv) An employee shall within 30 days’ of the purchase of vehicle submit the following documents to the sanctioning authority:
 - (a) Sale invoice or certificate of price as per section 2.3.
 - (b) A certificate of fitness of the vehicle.
 - (c) Registration document of the vehicle in the name of the employee, which shall be returned after verification.
 - (d) Copy of the Insurance Certificate as per section 9.3.
 - (e) Deed of Hypothecation as per section 8.2.1

Explanation:

The expression ‘actual price paid for the conveyance’ occurring in sub-rule (a) above should be interpreted to include the price of such items also which have necessarily to be purchased along with the motor car or motor cycle or scooter or moped, such as, a spare wheel together with a tyre and tube, the pillion seat of a scooter, on the purchase of which the purchaser has no choice. Where, however, certain accessories, such as a radio in a car, plastic covers are purchased, which are not essential and which the customer purchases on his own volition, the term ‘actual price’ will not cover either cost. The term ‘actual price’ does not also include insurance and registration charges since these are incurred for running the motor vehicle.

**9. INSURANCE**

- 9.1 The motor car/motor cycle/scooter or moped must be insured against loss by fire, theft, accident and / or SRCC within one month from the date of purchase of the conveyance or soon as it is on the road, whichever is earlier. Insurance on 'owner-driven' or other similar qualified terms is not sufficient. The amount for which the conveyance is insured should not at any time be less than the outstanding balance of the advance and the interest accrued thereon. If at any time the amount insured is less than the outstanding balance of the advance plus interest the difference will be recovered from the employee in not more three monthly instalments.
- 9.2 The employee should write a letter in the prescribed form (Form-III) through the sanctioning authority notifying to the Insurance Company the fact that the Company is interested in the insurance policy secured. The employee will himself forward the letter to the company and obtain their acknowledgement. In the case of insurance effected on annual basis, this process should be repeated every year until the advance has been fully repaid.
- 9.3 A copy of the insurance certificate shall be deposited with the Company within thirty days' after the purchase of the vehicle.
- 9.4 Contravention of these orders will render the employee liable to refund the whole of the amount advanced with interest accrued, unless sufficient reason is shown to the contrary.

10. REPAYMENT OF ADVANCE

- 10.1 The advance for purchase of a motorcar shall be recoverable in not more than 144 equal monthly instalments and that of scooter/motorcycle/moped in 60 equal monthly instalments. The amount to be recovered monthly should be fixed in whole rupee except in the case of the last instalment when the remaining balance including any fraction of a rupee should be recovered. The recovery will commence with the first issue of pay after the advance is drawn. The amount of interest calculated in accordance with the rule 11 will be recovered in one or more additional instalments each such instalment being not appreciably greater than the instalment by which the principal was recovered. The recovery of interest will commence from the month following that in which the repayment of the principal has been completed.



- 10.2 In case of employees who are in service for a specified period, the monthly instalments should be so regulated that the whole amount with interest is recovered within the remaining period of service.
- 10.3 Recovery may be kept in abeyance or effected at a reduced rate when the employee proceeds on leave or is placed under suspension; provided that the entire amount of advance is completely recovered within the period originally fixed.
- 10.4 An employee separated from the Company's service before completion of the repayment of the advance with interest shall be liable to refund the balance amount due to the Company at the time of such separation.

11. **INTEREST**

The amount of advance shall carry interest at such rates of interest on loans charged from time to time by the Government of India to its employees for purchase of conveyance. The interest should be calculated on balances outstanding on the last day of each month.

12. **SALE AND TRANSFER OF THE CONVEYANCE BEFORE COMPLETE REPAYMENT OF ADVANCE**

- 12.1 While an employee, who has purchased a motor car or a motor cycle/scooter/ moped with the aid of advance given by the Company, proposes to sell it before the advance together with interest thereon has been fully repaid, he may do so only after obtaining prior approval of the sanctioning authority and on the condition that the sale proceeds will first be applied towards the payment of the principal and the interest thereon remaining due to the Company.
- 12.2 Where conveyance is sold only in order that another similar conveyance may be purchased, the authority sanctioning the sale may permit the employee to apply the sale proceeds towards such purchase subject to the following conditions:
- a) the amount outstanding including the interest shall not be permitted to exceed the cost of the new conveyance.
 - b) the amount outstanding shall continue to be repaid at the rate previously fixed; and



- c) the new conveyance must be insured and mortgaged to the Company as required by these rules.

Note: While sanctioning the sale of a car, etc. purchased from an advance from the Company, it should be made clear in the sanction that before the car etc., is actually sold, the sanction of the competent authority under the Conduct Rules should be obtained by the employees unless such sale is made through a reputed or regular dealer or agent.

**Appendix-II**
[Ref.Rule 10(b)]**RULES FOR GRANT OF ADVANCE FOR THE PURCHASE OF BICYCLE.**

1. The advance will be sanctioned to employees in whose case maintenance of the vehicle is considered conducive to efficient discharge of their duties. The trainees will also be eligible to the grant of advance for the purchase of bicycles.
2. The employees other than those who have:
 - a) completed more than 2 years service; or
 - b) Whose appointment is upto the age of superannuation.

will be required to furnish one surety in the form affixed to safeguard the advance.

An employee will be permitted to stand surety for one other employee only.

3. The advance will be limited to the cost of bicycle or Rs. 400/-, whichever is less.
4. The amount of such advance shall be recovered in equal monthly instalments not exceeding 25, commencing from the pay drawn by the employee immediately after the advance is taken.
5. Simple interest will be charged at the rate prescribed by the Company from time to time and the amount of interest will be recovered in one instalment from the pay payable to the employee immediately after the full amount of the advance is recovered.
6. An employee who takes an advance shall, within one month of drawing the advance, furnish to the sanctioning authority a certificate giving full particulars of the conveyance purchased and the cash receipt for the amount actually paid by him. If the actual price paid is less than the advance taken, the balance should be refunded forthwith.
7. The conveyance purchased out of the advance will be hypothecated (Form V) to the Company until the whole amount along with the interest is paid.
8. A second advance should not ordinarily be granted within three years of the drawal of the first advance unless the sanctioning authority is satisfied regarding genuineness of the claim.

Note: A declaration to the effect that he has not taken any advance for purchase of a bicycle within the last three years should accompany the application for advance.

**RULES FOR THE GRANT OF ADVANCE ON THE EVE OF**
IMPORTANT FESTIVALS.

The Company's employees may be allowed to draw an advance of pay on the eve of important festivals* subject to the following conditions:

- i) The maximum amount of advance shall be Rs.3,500/ in each case.
- ii) All non-executives will be entitled to the advance.
- iii) The advance will be recovered in not more than 10 monthly instalments, the first instalment commencing with the next month's pay bill.
- iv) The advance must be drawn before the festival concerned.
- v) The advance will be admissible only once in a calendar year.
- vi) In case of temporary employees sureties will be required (Form V) from those who are on regular appointment upto superannuation and have one year and above to serve.

Note:A surely bond for the festival advance need not be taken in the case of temporary employees who have completed more than one year's service and who subscribe to the Company's Provident Fund.

* The festival occasions may be determined by the Chairman-cum-Managing Director of KIOCL LIMITED. The application for advance should contain a certificate that no festival advance has been taken by the applicant during the current year.

- vii) Temporary employees who are not likely to continue for more than six months' should not be granted this advance.

Note: a) That an advance on the eve of important festivals will be admissible to staff on-duty as well as on earned leave and, in the case of female employees, during maternity leave also.

- b) The Republic Day (26th January) and Independence Day (15th August) may also be treated as important festivals for the grant of festival advance.

**APPENDIX-IV**
[Ref.Rule 10(d)]**GRANT OF ADVANCE FOR MEDICAL ATTENDANCE AND TREATMENT**

1. The Company's employees may be granted advance, by authorities competent to sanction advance of pay to employees, to enable them initially to meet expenditure for the medical attendance and treatment for themselves and the members of their families on the terms and conditions mentioned below:
 - 1.1 The advance would be admissible when an employee or a member of his family is being treated:
 - a) as an in-patient in a hospital in which he or the member of his family is not entitled to free treatment; and
 - b) on the advise of the authorized medical attendant, in cases of T.B., as an out-patient in a Government hospital or T.B. Institution recognized by the Central Government or by the Company or at the consulting room of a specialist in Tuberculosis diseases recognized as such by the respective State Government or by the Company provided that a T.B. Specialist in the employment of the Company is not available.
 - 1.2 The application for an advance should be supported by a certificate that the patient is being treated as an in-patient or, in T.B. cases only, as an out-patient at a hospital indicating the duration of such treatment and the anticipated cost thereof which would otherwise be admissible under the medical Attendance Rules followed by the Company - relevant orders, from the medical officer of Government/recognized T.B. Specialist in charge of the patient either in the hospital or at the Out-Patients' Department, as the case may be.
 - 1.3 The advance should not in any circumstances, be allowed in a case where treatment is being obtained at the residence of the employee or the consulting room of the authorised medical attendant or T.B. Specialist, or as an outpatient in cases other than T.B.
 - 1.4 The amount of advance will in each case be limited to four months' pay of the employee concerned or Rs.2,500/- or such other amount as the medical officer/T.B. Specialist in charge of the patient may recommend, whichever is the lowest.
 - 1.5 Ordinarily not more than one advance should be granted in respect of the same illness or injury.

If, however, the medical officer/T.B Specialist in charge of the patient, on consideration, certifies that the estimated cost of the treatment would be much more than previously certified by him either due to longer duration of the



treatment than previously anticipated or due to the fact that the patient requires costly treatment which was not in view at the time of issuing the original certificate, a second advance may be granted at the discretion of the authority competent to sanction the advance; provided the total amount of advance already granted and applied for does not exceed Rs.1000/- or 4 months' pay of the employee concerned whichever is less.

- 1.6.1 Normally the amount of the advance should be adjusted against subsequent claim for reimbursement of the expenditure as admissible under the Medical Attendance Rules and orders, and the balance, if any, recovered from the pay of the employee concerned in four equal monthly instalment starting from the pay bill for the month in which he/she draws duty pay and/or leave salary on average pay after the treatment is over.
- 1.6.2 In cases requiring prolonged treatment, reimbursement of medical expenses may continue to be allowed to employees to the extent otherwise admissible under the rules and the advances already sanctioned in such cases should not be adjusted for so long as a certificate from the medical officer/T.B Specialist in-charge of the patient is produced to the effect that the patient is required to continue treatment and that the anticipated cost of future treatment will not be less than the amount of the advance already granted to him/her.

In a case, however, where the anticipated cost of further treatment as certified by the medical officer/T.B. Specialist incharge of the patient falls short of the amount of the advance, adjustment of the advance to the extent of the difference between the amount of the advance and the anticipated cost of further treatment, may be effected from the reimbursement claim of the employee; the balance amount, if any, may be recovered as at 1.6.1 above.

- 1.7 The advance under these orders will be admissible only to employees whose pay does not exceed Rs.8,260/- per mensem. The term "Pay" for this purpose shall be as defined in F.R. 9(21).
- 1.8 In the case of temporary employees the grant of an advance under these orders would be subject to the production of a surety from a regular employee of the Company or other surety acceptable to the sanctioning authority.
2. The primary responsibility for watching the recoveries will be of the sanctioning authorities. The controlling officers should adjust such advances by submission of regular bills for amounts reimbursable by the Company, as far as possible, before the close of the financial year.



**FORM OR BOND FOR ADVANCE FOR THE
PURCHASE OF MOTOR VEHICLE**

This Agreement made this _____ day of the month _____ in the year _____ between _____ S/o _____ an employee of KIOCL LIMITED., as an _____ hereinafter called the 'Borrower' and _____ S/o _____ Resident of _____ hereinafter called the 'Surety' of the Borrower (which expressions shall unless excluded by or repugnant to the context be deemed to include all their heirs, assigns and executors) of the One Part and the KIOCL LIMITED hereinafter called the 'Company' of the other part. Whereas the Borrower had applied and had been granted an advance of Rs. _____ (Rupees _____) for the purchase of a motor car/motorcycle/scooter/moped in accordance with the Rules of the Company presently in force or to be subsequently amended and whereas the said amount of Rs. _____ has been received by the Borrower, the Borrower and his surety hereby jointly and severally agree to confirm and abide by the following terms and conditions:-

- 1) That the payment of the above said amount will be made by monthly instalment of Rs. _____ out of the monthly pay and remuneration of the Borrower and the Company will be entitled to deduct the same out of his salary.
- 2) That the said amount of Rs. _____ shall carry interest at _____ per annum.
- 3) That immediately after the purchase of the motor vehicle the Borrower shall get it insured against full loss by fire, theft or accident with a recognized Insurance Company and will also write a letter in the prescribed form to the Insurance Company as required by the rules of the Company.
- 4) That the Borrower shall also execute the hypothecation bond, with respect to the motor vehicle purchased by the Borrower, on the prescribed form as required by the rules of the Company.
- 5) That if the Borrower leaves the services of the Company or his services are terminated for any reason whatsoever, before complete payment and realization of the whole amount advanced and interest thereon, the Company will be entitled to realise the amount due from the Borrower and his Surety jointly and severally.
- 6) That the Borrower undertakes to conform strictly to the terms of this bond and further agrees that in case of violation of any of the terms aforesaid, the Company will be entitled to realise the entire amount together with interest due from the Borrower and his Surety jointly or severally.

In witness whereof the said Borrower and his Surety has hereunto put their hands this _____ day of the month of _____ in the year aforesaid at _____.

(1)	Witness	Borrower
(2)	Witness	Surety



FORM OF HYPOTHECATION BOND FOR A MOTOR VEHICLE

This Agreement made this _____ day of the month _____ in the year _____ between _____ S/o _____ hereinafter called the "Borrower" in employment of the KIOCL LIMITED as _____ which expression shall unless excluded by or repugnant to the context be deemed to include all the heirs executors, and assigns of the Borrower of the One part and the KIOCL LIMITED (herein-after called the Company) of the other part.

Whereas the Borrower had applied and had been granted an advance of Rs. _____ (Rupees _____) for the purchase of a motor car/motor cycle/scooter/moped in accordance with the Rules of the Company presently in force or to be subsequently amended from time to time, and whereas one of the rules is that the Borrower will hypothecate the said motor vehicle to the Company as security for amount lent by the Company, and whereas the Borrower has purchased with or partly with the amount so lent as advance the motor car/motor cycle./scooter/ moped the particulars of which are set out in the Schedule annexed to this agreement.

Now this Indenture Witnessed that in pursuance of the said agreement, and for the consideration aforesaid, the Borrower doth hereby agree to pay to the Company the sum of Rs. _____ aforesaid or the balance thereof amounting to Rs. _____ by equal instalments of Rs _____ each month on the first day of month with interest on the unpaid balance calculated at the rate specified in the rules of the Company and the Borrower doth agree that such instalments may be recovered by the Company by monthly deductions out of his salary in the manner provided for in the said Rules and in further pursuance of this agreement the Borrower doth hereby assign and hypothecate the said motor car/motor cycle/scooter/ moped to the Company. The Borrower doth hereby declare that he has paid in full the purchase price of the said motor car/ motor cycle/ scooter/ moped and that the same is his exclusive property and that he has not pledged or pawned the said vehicle anywhere else and shall not pledge or pawn it so long as any money remains due to the Company and the Borrower hereby agrees that if at any time, the Borrower shall die, or leave the service of the Company or in any other manner become unfit or unable to pay the Company or if the Borrower may sell or pledge or in any other manner part with the possession of the said vehicle or if the said vehicle is attached in the execution of any decree against the Borrower, the entire unpaid balance together with all interest then due shall become payable and the Company shall be entitled to recover the same from the Borrower and from his heirs and assigns and it is further agreed that in the event of the happening of any of the above said circumstances the Company shall be entitled to take possession of the vehicle and sell the said vehicle either by public auction or private contract and if the sale proceeds fall short of the dues of the Company, to realise the balance from the Borrower. And the Borrower further agrees that so long as the entire amount of the company is not paid up, he shall not in any way cause any damage or suffer or permit the vehicle to be damaged in any way so long as this bond is not completely discharged and in the event of any accident of damage to the motor vehicle during the continuance of these presents shall cause them to be repaired and made good forthwith at his own expenses.

In witness whereof said Borrower _____ has hereunto set his hand this _____ day of the month _____ the year above mentioned at _____.

Borrower

Surety

THE SCHEDULE

Description of the Motor vehicle with cost, marks etc.,



**FORM OF LETTER INTIMATING TO THE INSURANCE COMPANY INTEREST OF THE
KIOCL LIMITED IN INSURANCE POLICIES OF MOTOR CARS, ETC.,**

From _____

To _____

THROUGH THE _____)

Dear Sir,

I beg to inform you that KIOCL LIMITED is interested in the Motor Car/ Motor Cycle/ Scooter/ Moped Insurance Policy No _____ secured in your Company and to request that you will kindly insert a clause to the following effect in the Policy.

- i) It is hereby declared and agreed that Shri _____ (owner of the Motor car/ Motor Cycle/Scooter/Moped) has hypothecated the Motor Car/ Motor Cycle/ Scooter/ Moped to the KIOCL LIMITED as security for an advance for the purchase of the Motor Car/ motor Cycle/ Scooter / Moped and it is further declared and agreed that the KIOCL LIMITED is interested in any moneys which, but for the endorsement, would be payable to the said Shri _____ in respect of the loss or damage to the said Motor Car/ Motor Cycle/ Scooter/ Moped (which loss or damage is not made good by repair, reinstatement or replacement) and such money shall be paid to the KIOCL LIMITED., as long as it is the mortgagee of the Motor Car/ Motor Cycle/ Scooter/ Moped and its receipt shall be full and final discharge to the Insurance company in respect of such loss or damage.
- ii) Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights and liabilities of the Insured or the insurance Company respectively, under or in connection with this Policy or any term, provision or condition thereof.

Yours faithfully,

Place:

Date:

No. _____

Dated _____

Forwarded. The receipt of the letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed whenever any claim is paid under the policy and also if the premium is not paid regularly for renewal.

for KIOCL LIMITED.

Signature _____.

Place:

Designation _____.



**FORM OF APPLICATION FOR INTEREST BEARING ADVANCE FOR THE PURCHASE OF
MOTOR CAR OR MOTOR CYCLE OR SCOOTER OR MOPED**

1. Name of the Applicant :
2. Designation :
3. Staff No. :
4. Department :
5. Basic Pay :
6. Date of Birth :
7. Date of joining KIOCL :
8. Date of superannuation or retirement or date of expiry of contract of appointment :
9. Do you own any conveyance or have owned a conveyance within the last 3 Months' : Yes/No
If yes-
 - (a) Type of conveyance :
 - (b) Date of acquisition :
 - (c) Registered No. :
 - (d) How acquired : (Through Company Advance/ Own fund/ Gift/ Bank Loan/ Private loan).
10. Whether advance for the purchase of any conveyance was obtained previously, and, if so -
 - (a) Sanction No. and date :
 - (b) Date of drawal of the advance :
 - (c) Amount of advance drawn :
 - (d) Type of vehicle procured and date of purchase of that vehicle :
 - (e) Amount of Advance and/or interest thereon still outstanding, if any :
 - (f) If fully repaid, date of final repayment :
11. Has any advance for conveyance sanctioned earlier and not drawn, if so-
 - (a) Date of sanction :
 - (b) Reasons for not drawal :
12. Anticipated price of Motor Car/Motor Cycle/ Scooter/ Moped to be purchased :
13. Amount of advance required :
14. Number of instalments in which the amount is desired to be repaid :



- KUDREMUKH** 15. Whether the intention is to purchase -
- (a) A new or an old motor car/ motor cycle/ scooter/ Moped :
- (b) If the intention is to purchase motor car/ motor cycle/ scooter / Moped through a person other than a regular or reputed dealer or agent, whether previous sanction of the competent authority has been obtained as required under the conduct rules :
16. Whether the applicant is on leave or is about to proceed on leave. : YES/NO
- (a) The date of commencement of leave, and :
- (b) The date of expiry of leave :
17. Are any negotiations or preliminary enquiries being made so that delivery may be taken of the motor car/ motor cycle/ scooter/ moped within one month from the date of drawal of the advance
- 18.(a) Certified that the information given above is complete and true :
- * (b) Certified that I have taken delivery of the motor car/ motor cycle/ scooter. Moped on account of which I am applying for the advance, or that I shall complete the negotiations for the purchase of, pay finally and take possession of the motor car/ motor cycle/ scooter/ moped before the expiry of one month from date of drawal of the advance and that shall insure it from the date of taking delivery of it.
- * Strike out whichever is not applicable.

Date:

(Signature of Applicant)

Station :

Forwarded to the sanctioning authority-

- 1) The facts stated in the application have been verified by me and found correct.
- 2) It is certified that the purchase of a Motor Car/ Motor Cycle/ Scooter/ Moped by the employee is necessary for the efficient discharge of his duties.
- 3) It is recommended that an advance as admissible under the rules may be granted to the applicant.

Date:

Signature of the Head
of the Department

Station:

Designation:



FORM- V

FORM OF HYPOTHECATION BOND WITH SURETY FOR CYCLE ADVANCE

This Agreement made this _____ day of the month _____ in the year _____ between _____ S/o _____ resident of _____ (hereinafter called the surety for the Borrower) jointly and severally (which expressions shall unless excluded by or repugnant to the context be deemed to include all the heirs executors, and assigns of the Borrower and Surety) of the One part and the KIOCL LIMITED (herein-after called the "Company" of the other part.

Whereas the Borrower has applied and has been granted an advance of Rs. _____ for the purchase of a bicycle in accordance with the Rules or the Company presently in force or to be subsequently amended from time to time, and whereas one of the rules is that the Borrower will hypothecate the bicycle to the Company as security for the amount lent by the Company, and whereas the Borrower has purchased with or partly with the amount so lent as advance, the bicycle, the particulars of which are set out in the Schedule annexed to this agreement.

Now this Indenture Witnessed that in pursuance of the said agreement, and for the consideration aforesaid, the Borrower doth hereby agree to pay to the Company the sum of Rs. _____ aforesaid or the balance thereof amounting to Rs. _____ by equal instalments of Rs _____ each month on the first day of the month with interest on the unpaid balance calculated at the rates specified in the rules of the Company and the Borrower doth agree that such instalments may be recovered by the Company by monthly deductions out of his salary in the manner provided for in the said Rules and in further pursuance of this agreement the Borrower doth hereby assign and hypothecate the said bicycle to the Company: The Borrower doth hereby declare that he has paid in full the purchase price of the said bicycle and that the same is his exclusive property and that he has not pledged or pawned the said bicycle and shall not pledge or pawn it so long as any money remains due to the Company and the Borrower and the Surety do hereby agree, that if, at any time, the Borrower shall leave the service of the Company, or in any other manner become unfit or unable to pay the Company or if the Borrower may sell or pledge or in any other manner part with the possession of the said bicycle, or if the said bicycle is attached in execution of any decree against the Borrower, the entire unpaid balance together with all interest shall at once become due and payable and the Company shall be entitled to recover the same from the Borrower and his Surety jointly or severally and/ or from his heirs and assigns and it is further agreed that in the event of the happening of any of the above circumstances the Company shall be entitled to take possession of the bicycle and sell the said bicycle either by public auction then due or private contract and if the sale proceeds fall short of the dues of the Company, to realise the balance from the Borrower and his Surety, and the Borrower further agrees that so long as the entire amount of the company is not paid up, he shall not in any way cause any damage or suffer or permit the bicycle to be damaged in any way so long as this bond is not completely discharged and in the event of any accident or damage to the bicycle during the continuance of these presents shall cause them to be repaired and made good forthwith at his own expense.

In witness whereof said Borrower _____ has hereunto set his hand this _____ day of the month _____ in the year above mentioned at _____.

Borrower

Witness No.1

Witness No.2

THE SCHEDULE

Description of the bicycle with cost, marks etc.,



FORM OF SURETY BOND FOR FESTIVAL ADVANCE

Know all men by these presents that I _____ son of _____ resident of _____ in the district of _____ at present employed as a permanent _____ in the _____ (hereinafter called the Surety) am firmly bound unto the KIOCL LIMITED, (hereinafter called the "Company" which expression shall include its successors and assigns) in the sum of Rs. _____ (Rupees _____ only) to be paid to the Company for which payment to be well and truly made I hereby bind myself, my heirs, executors, administrator and representatives firmly by these presents. As witness my hand this _____ day of _____ Two thousand _____.

Whereas the Company has agreed to grant to _____ son of _____ a resident of _____ in the district of _____ at present employed as temporary _____ in the _____ (hereinafter called the 'Borrower') at the borrower's own request an advance of Rs. _____ (Rupees _____ only) for the _____ and whereas the borrower has undertaken to repay the said amount in _____ equal monthly instalments.

And whereas in consideration of the Company having agreed to grant the aforesaid advance to the Borrower, the Surety has agreed to execute the above bond with such condition as hereunder is written.

Now the condition of the above written bond is that if the said borrower shall, while employed in the said Company duly and regularly pay or cause to be paid to the Company the amount of the aforesaid advance owing to the Company by instalments until the said sum of Rs. _____ (Rupees _____ only) shall be duly paid, then this bond shall be void otherwise the same shall be and remain in full force and virtue.

But so nevertheless that if the Borrower shall die or become insolvent or at any time cease to be in the service of the Company the whole or so much of the said sum of Rs. _____ (Rupees _____ only) thereof as shall then remain unpaid shall immediately become due and payable to the Company and the recoverable from the Surety in one instalment by virtue of this bond.

The obligation undertaken by the surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Company to the said Borrower whether with or without the knowledge or consent of the Surety.

Signed & delivered by the Said _____ at _____

(Signature of Surety)
(Designation)

this _____ day of _____ 20

In the presence of
i) _____
ii) _____

Signature

Address and Occupation of the witness _____

**TRAVELLING ALLOWANCE RULES****1. OBJECTIVE**

To define and lay down Company's policy and rules on reimbursement of expenses incurred on official travel in India.

2. POLICY

- 2.1 To ensure that employees are reimbursed expenses incurred on travel, boarding and lodging, when they are required to undertake journeys on-duty as provided under these rules.
- 2.2 To meet expenses incurred by the employees for transportation of their household goods on transfer as provided under these rules.

3. SCOPE

- 3.1 These rules shall cover all employees of the Company including those under contract (to the extent not otherwise specified in the contract) for journeys in India.
- 3.2 Deputationists in the Company's service or Company's employees on deputation outside shall be governed by the terms and conditions of their deputation.
- 3.3 These rules shall also cover trainees, candidates called for interview or any other person required to perform Company's work.

4. DEFINITIONS

- 4.1 "Employee" means person employed by the Company including temporary employees and those on probation but does not include part-time or casual employees.
- 4.2 "Family" means an employee's wife or husband as the case may be, residing with the employee, parents, step-mothers, unmarried and widowed sisters, minor brothers, legitimate children and step-children, residing with and wholly dependent upon the employee.

NOTE:

- (i) Not more than one wife is included in the term "family" for the purpose of TA Rules.



- (ii) An adopted child shall be considered to be a legitimate child, if under the Personal Law of the employee, adoption is legally recognized as conferring on such child the status of a natural child.
- (iii) Major sons, married daughters (including widowed daughters) are included in the term “family”, so dependent upon the employee.
- (iv) Legitimate children or step children, parents, unmarried and widowed sisters, and minor brothers, who reside with the employee and whose income from all sources including land and property, rent from house building, interest from bank deposit, dividend from investment, commuted pension as also pensionary equivalent arising out of CPF and the like, does not exceed Rs.1,500/- per month, are deemed to be wholly dependent upon the employee.

4.3 “Pay” means basic pay together with deputation pay, personal pay, special pay and non-practicing pay. In the case of re-employed pensioners, pension plus pensionary equivalent, shall be treated as pay.

4.4 “Day” for the purpose of calculating daily allowance is to be taken as the period of 24 hours from the scheduled time of departure from the Head quarters in respect of any particular tour.

4.5 “Travelling Allowance” means allowance which an employee draws for journeys performed in connection with Company’s work.

4.6 “Transfer” means movement of an employee from the Headquarters to another station where he is posted.

5. TRAVELLING ALLOWANCE

5.1 Eligibility

An employee shall be eligible for travelling allowance, if journeys are undertaken for the following purposes:

- Tour
- Appear in departmental examination, interview or selection test conducted by the Company.
- Recall from leave
- Transfer
- Medical Examination and/ or treatment.



- Participation in sports events, representing Company.
- Participation in training programmes, seminars and conferences.
- Appearing in Court as jury, assessor, witness (only for Company's work), departmental or vigilance enquiry.
- Superannuation/retirement, Voluntary Retirement, journey of family in the event of death of employee, discharge/ termination on medical grounds.
- Appear for interview for appointment in the Company.
- Receive National Awards.

An employee, who is called to give evidence in any Court in regard to matters, which have come to his knowledge during the discharge of his official duties, shall also be eligible for Travelling and Daily Allowance, subject to the following:

- a) he attaches to his TA Bill a Certificate of attendance given by the Court or other authority which summoned him;
- b) he shall not accept any payment of his expenses from the Court or authority. Any fees which may be deposited in the Court for the Travelling and Daily Allowance of the witness shall be credited to the Company; and
- c) the place where he is required to give evidence is situated more than 8 Kms from the Head Quarters.

5.2 Entitlement

Entitlement of Employees in different groups for modes of travel for performing official duty is as follows:

- | | |
|--|--|
| a) Pay upto Rs.5,404/- | 2nd Class by rail, Lower Class (if there are only 2 classes) or middle class or 3rd class (if there are more than two classes) by steamer, 75 paise per Km. by road, or actual, whichever lower. |
| b) Between Rs.5,405/-and Rs.11,050/-
(Including GETs and ETs) | First Class by rail, highest class (or middle or second class if there are more than two classes) by steamer, 1.75 paise per KM by road or actual whichever is lower. |
| (c) Between Rs.11,051/- and Rs.16,399/- | First Class by rail, highest class by steamer, Rs.3.54 per KM by road, or actual whichever is lower. |



(d) Rs.16,400/- in the scale of Dy.Manager(E3) & above

Air ACC by rail, highest class by steamer, Rs.4.80 per KM by road, or actual, whichever is lower.

NOTE:

- i) The actual fare of road transport shall be admissible if it is less than the above rates.
- ii) Return tickets shall be purchased whenever possible. Reservation charges shall be admissible. Cancellation charges shall be reimbursed by the Company, if the journey is cancelled due to official reasons.
- iii) Employees in Group(d) (Rs.16,400/- and above) may perform journey by road or rail or air at their discretion. Other employees under the normal circumstances shall undertake journeys by rail, steamer. However, they may travel by road or in a class higher than their entitlement, subject to specific approval of Competent Authority. The Competent Authority for this purpose shall be the Functional Director.
- iv) An Employee shall eligible to reimbursement of actual fare for journeys from residence/place of stay to railway station/air-port and vice-versa, and for journeys undertaken while on tour by taxi, auto-rickshaw, bus, etc. for official work, subject to approval of the Controlling Officer.
- v) An employee should travel by the shortest route. He may travel by any other convenient route if approved by the Controlling Officer.
- vi) For every 10P. or part thereof increase in cost of petrol, the rate of entitlement per KM by road would be escalated by 3.0%, Petrol rate base being Rs.4.05 per litre.
- vii) For rail journeys, ticket numbers shall be indicated in the TA bills.

6. DAILY ALLOWANCE

6.1 Eligibility

An employee shall be eligible for daily allowance if journeys are undertaken for official purposes such as:

- a) Tour
- b) Appearing in departmental examination, interview or selection test conducted by the Company.
- c) Participating in sports events representing the Company.
- d) Attending training programmes, seminars, or conferences.



- e) Receiving National Awards.
- f) Appearing in Court as jury, assessor or witness (only for Company's work)
- g) Appearing as accused in vigilance enquiries.

An Employee, who is called to give evidence in any Court in regard to matters which have come to his knowledge during the discharge of his official duties, shall also be eligible for Travelling and Daily Allowance, subject to the following:

- a) he attaches to his TA Bill a Certificate of attendance given by the Court or other authority which summoned him;
 - b) he shall not accept any payment of his expenses from the Court or authority. Any fees which may be deposited in the Court of the Travelling and Daily Allowance of the witness shall be credited to the Company; and
 - c) the place where he is required to give evidence is situated more than 8 Kms from his Head Quarters.
- 6.2
- i) Entitlement of employees in different groups will be as at **Appendix I**.
 - ii) When treated as guest, the rate of DA (food and incidentals) will be 50%.
 - iii) The rate applicable during the actual travel time, shall be the same as for food and incidentals.
 - iv) An employee will be required to submit hotel bills for reimbursement of expenses.
 - v) Where bills do not separately indicate rates for boarding and lodging, 30% of charges shall be reimbursed towards lodging, subject to the ceiling prescribed, provided what are included in the bills are normal boarding charges as per all-inclusive rates. Reimbursement of boarding charges shall be limited to entitlement.
 - vi) Wherever available, employees should avail of the accommodation in ITDC Hotels. However, if accommodation in ITDC is not available, the employee may avail of the accommodation in other hotels but the reimbursements will be restricted to the rates of the applicable ITDC Hotels.
 - vii) However in cities/towns where there is no classification of hotels on the pattern of three/four/five stars or where the officers do not stay in 3/4/5 star hotels, the maximum limits for the lodging would remain the same as contained in rule 6.2.
- 6.3
- Period of absence shall begin when an employee leaves his headquarters and it ends when he returns to the same headquarters. The period of delay in departure/arrival time will be taken into consideration.



- 6.4 When the tour extends beyond 24 hours, and the distance traveled from Headquarters exceeds 32 KM (one way) one full daily allowance shall be admissible of each completed period of 24 hours. For any additional period of absence which is less than 24 hours, full DA shall be admissible for 12 hours or more, half DA for less than 12 hours.
- 6.5 When the duration of absence from Headquarters (including journey time) is more than 12 hours but less than 24 hours and the distance travelled is more than 10 K M but less than 32 KM (one way), the rates for meals and snacks will be paid at twice the rates prescribed under para 6.7 below. If, due to exigencies of work an employee is required to stay overnight, his TA/DA shall be regulated in accordance with Para 6.2. above.
- 6.6 Fully daily allowance shall be admissible for a halt upto 30 days' at any one place. Payment of daily allowance for a halt beyond 30 days' at any one station will require approval of CMD.
- 6.7 If the period of absence is eight hours or more but less than 12 hours (without night halt) and the distance travelled does not exceed 32 Kms, from the Headquarters, an employee shall be entitled to an allowance for meal, tea, etc., as under:-

Pay Scale Code	Delhi, Kolkata, Mumbai, Chennai Rs.	All other Places Rs.
S1 to S2	3	2
Technical /Ministerial S3 to S6	4	3
Technical /Ministerial S7 to SS	6	4
E0 to E3	7	6
E4 to E6	8	6
E7 & above	9	7

- 6.8 Daily Allowance shall be admissible for holidays' during tour, but not when employee avails leave during tour.

7. TRAVEL ON TRANSFER

i) Transfer Expenses

An employee on transfer shall be entitled to reimbursement as follows:

- Movement for self and family by the entitled class as on official tour plus tow extra fares as entitled but limited to first class.
- In addition to the above an employee shall be entitled to road mileage between residence and railway station/bus stand.



ii) **Transportation of personal effects;**

An employee shall be entitled to reimbursement of actual expenses subject to limits as under, for transportation of personal effects by goods train.

Pay Scale code	Transportation cost by goods train
S1 & S2	1,250 Kg
S3 TO S10	2,500 Kg
SS TO E3	Full Wagon
E4 & ABOVE	Full Wagon or two Containers by Railway Container Service

Note:

- In case of employee in scales of pay lower than E4, cost of transportation by Railway Container Service may be reimbursed subject to the limit of Kilogram Weight as entitled.
- If transportation is by truck, reimbursement will be actual expenses of twice the amount as goods train, whichever is less.
- The entitlement for transportation of baggage shall be full 8 wheeler passenger train fit wagon sent by goods/coaching like VPU, TVK, etc.,
- If an employee transports personal effects by passenger train/road instead of goods train he may claim actual expenses incurred but not exceeding amount admissible, had he taken the maximum luggage by goods train. However those employees who are entitled for full wagon, will be reimbursed actual expenses on transportation of the personal effects if it does not exceed cost of transporting full wagon by good train.

iii) **Transportation of vehicle;**

An employee shall be entitled to reimbursement of transportation cost of his vehicle (one motorcar, motor cycle, scooter, moped or bicycle) as under.

- If transported by goods train actual cost of packing and freight between the two station.
- If transported by passenger train: actual freight charged by the Railways;



- c) If transported by road: freight admissible had the vehicle been transported by passenger train:

iv) **Transfer Grant:**

- a) Transfer grant will be given to cover breaking and setting up of establishment, packing and transportation of goods to and from the residence, as follows:

	Lumpsum of Rs.
All non-executives and supervisory personnel	4500/-
Executives in the pay scale of E0 to E6	6000/-
Executives in the pay scale of E7 and above	7500/-

- b) Octroi duty, entry taxes, terminal taxes and insurance charges for transportation of personal effects will be paid on production of receipts.

v) **Disturbance Allowance:**

Disturbance Allowance will be one month's Basic pay.

- vi) If both husband and wife are employees of the Company, working at the same Headquarters and are transferred within six months' from one place to another, only one of them shall be entitled to the transfer benefits under sub-clause (ii) to (v). The other shall be entitled to benefit under sub-clause (I) only.
- vii) An employee on transfer to places other than Kudremukh can stay in a hotel of his entitlement for a period not exceeding three days' provided there is no accommodation in the company's Guest House at that location where he is transferred to.

8. **Admissibility of Transfer TA to Junior Trainees:**

They are eligible to 2nd class rail fare and transportation of personal effects upto 1,150 Kg.

9. Admissibility of transfer TA to Graduate Engineers/ Executive Trainees and Sr. Trainees during training period.

Trainees will be eligible for transfer TA at the level of their counterpart employees



KUDREMUKH 10.

Joining Time on Transfer:

- 10.1 When an employee is transferred from one station to another, he will be entitled to joining time for six clear working days' for preparation (in addition to Sundays') and one day for travel per 400 Kms distance or part there of.
- 10.2 In the case of air journey, journey time will be limited to the day of travel only.
- 10.3 However in case of emergency an employee will be required to report at the new station and in such a cases the difference between the entitled joining time/ journey time and the actual time on account of these shall be credited to a special leave account which can be availed of by the employee within a year of reporting at the new station.
- 10.4 Where the transfer is within the same station, joining time of one working day will be allowed and no journey time will be admissible.
- 10.5 If an employee receives a transfer order while availing leave at a place other than Headquarters, he would be entitled to joining time as admissible for transfer from the station where he is spending his leave or his headquarters, whichever is less.
- 10.6 Where an employee overstays joining time such period of overstay will be treated as extraordinary leave Authority competent to sanction transfer may, however, grant leave of the kind due in such cases on merit of each case.

11 Eligibility for travelling allowance for medical examination/treatment.

11.1 If journey is approved by Company's Medical Officer for medical examination and/or treatment, travelling allowance shall be admissible to:

- a) an employee/any member of his family who is entitled to free medical facilities of the Company and
- b) an attendant to accompany the patient if recommended by the Company's medical officer. The attendant in authorized situations shall be entitled to TA as per entitlement of the employees.

12. Eligibility for Travelling Allowance for participating in sports events representing Company.

12.1 Travelling Allowance shall be admissible as on tour. If boarding alone or both boarding and lodging are provided by the Company or other organization, Daily



Allowance, shall be paid at the rate of Rs.10/- per day. If lodging alone is provided, food and incidentals at Guest House rates on tour shall be paid.

13. Eligibility of Travelling for participation in Training Programmes, Seminars and Conferences:

13.1 The Competent Authority may sanction lumpsum amount as entertainment allowance to executives in E3 grade and above depending on the duration of the training programme, seminar/conference. Employees deputed for in house training programmes of the Company will not be eligible for entertainment allowance.

Duration of the Programme	Entertainment Allowance
Below 3 days'	Rs. 50/-
3-6 days'	Rs.150/-
7-15 days'	Rs. 200/-
16-30 days'	Rs. 300/-
31-60 days'	Rs. 500/-
61 days' and above	Rs. 600/-

Note: When executives are attending the Senior Executives Programme of 8 weeks duration at the Administrative Staff College of India, the entertainment allowance plus daily allowance shall be Rs.600/- fixed. In addition they will also be reimbursed club fee of Rs.300.

13.2 If an employee who is not sponsored by the Company attends a training programme, seminar, conference etc., travelling allowance may be approved (limited to First Class Railfare) by the Competent Authority provided the employee's participation is considered useful to the Company.

13.3 If an employee receives any travel expenses or daily allowance from a professional body/ institution for attending a training programme, seminar, etc., he shall refund the amount to the Company if he claims his travelling and daily allowance entitlement from the Company.

13.4 **Participation as a Faculty Member:**

The officers participating as a faculty member would be treated as on tour.

14 Travelling Allowance for appearing in Courts as Jury/Assessor/Witness (only for Company's work) Departmental or Vigilance Enquiry.



- 14.1 Any amount received from the Court for attendance board and lodging, etc., shall be refunded to the Company if he claims his traveling and daily allowance entitlements from the Company.
- 14.2 If the departmental or vigilance enquiry is held at an outstation at the request of an employee, no travelling allowance and daily allowance shall be admissible.
- 14.3 Grant of TA and DA to accused employees for attending Vigilance enquiries at an outstation:
- i. No TA will be allowed if enquiry is held at an outstation at the request of the employee.
 - ii. In other cases, TA as on tour may be allowed for attending vigilance enquiries.
 - iii. In respect of employees under suspension, TA, as on tour from Headquarters to the place of enquiry or from the place at which he has been permitted to reside during suspension to the place of enquiry, whichever is less, at the rate admissible to his according to the grade to which he belonged prior to his suspension, may be allowed.
- 15 Transfer TA on Superannuation/ Retirement/ voluntary Retirement or Journey of family in the event of death of employee or journey on discharge/ termination of employee on medical grounds.
- 15.1 If an employee Superannuates/retires, takes Voluntary Retirement he shall be entitled to the following allowance at any time during LPR, refused leave or within six months from the date of retirement:
- a) Travelling Allowance for himself and family for proceeding to hometown or any place in India where he intends to settle permanently. The TA will be paid on the same terms as for serving employees on transfer.
 - b) The actual transportation charges of his personal effects and vehicles as admissible on transfer. Reimbursement of claims will be made only on production of documentary proof viz., vouchers/ receipts/ tickets. Reimbursement of travelling expenses will be made after performance of the journey.
- 15.2 In the event of death of an employee, while in service, his family shall be allowed travelling allowance and transportation cost of personal effects including vehicle for proceeding to any place of destination of India.



15.3 Employees terminated / discharged on medical grounds shall be entitled to :

- a) Travelling allowance for self and family for proceeding to hometown or to a place where he intends to settle in India.
- b) The transportation charges of his personal effects and vehicle as admissible on transfer.
- c) Reimbursement of claims will be made only on production of documentary proof viz., vouchers/ receipts / tickets. Reimbursement of travelling expenses will be made after performance of the journey.

16 Entitlement of Travelling Allowance for Travel to appear for Interview for appointment in the Company.

16.1 Traveling Allowance to candidates from outstations called for interview in connection with appointment in the Company will be paid as under:

i) Candidates being considered for posts in the grade of E2 and above.	Single II Tier AC Class rail fare by the shortest route each way for onward and return journey.
ii) Others	Single II class rail fare by the shortest route each way for onward and return journey.

16.2 Where a candidate travels by the bus between two points not connected by rail, he will be reimbursed such fare subject to the limit of rail fare by the appropriate class for the road distance involved.

16.3 The surcharge levied for certain fast trains and reservation charges (including sleeper charges of all trains) will be reimbursed subject to actuals.

17 Entitlement of Travelling Allowance for receiving national Awards: Travelling Allowance and Daily Allowance will be admissible as on tour.

**18 Advance for Travelling on Tour/Transfer, etc.,****18.1 Advance for Travelling and Daily Allowance:**

a) An employee proceeding on journeys may be granted advance to meet travelling and other expenses(See **Appendix-II**).

b) An employee shall be required to submit the travelling allowance bill (See **Appendix-III**) on completion of journey. If the bill is not submitted within one month from the date of completion of journey, the advance shall be recovered from his salary.

18.2 Pay advance on transfer:**Pay advance:**

a) An employee on transfer may be allowed an advance not exceeding two months' pay.

b) The advance shall be interest free and recoverable in 12 equal monthly instalments from the salary of the employee.

19 TENURE:

a) These rules shall applicable as amended from time to time.

b) The Company reserves to itself to modify cancel, or amend any of these rules without prior notice.



ENTITLEMENT OF EMPLOYEES IN DIFFERENT GROUPS
FOR DAILY ALLOWANCE:

Pay Scale	Lodging Hotels		Food and incidentals
	Specified locations	Other locations	All locations (Hotel/Guest House/ Own arrangement)
Rs.	Rs.	Rs.	Rs.
Technical / Ministerial S1 TO S6	180	140	75
Technical/ ministerial S7 TO S10	200	170	110

Pay Scale	Lodging Hotels		Food and incidentals
	Specified locations	Other locations	All locations (Hotel/Guest House/ Own arrangement)
Rs.	Rs.	Rs.	Rs.
Supervisors & Executives SS to E3	3 Star hotel or actuals limited to Rs.550/-	3 Star hotel or actuals limited to Rs.400/-	150
E4 to E6	4 Star hotel or actuals limited to Rs.700/-	4 Star hotel or actuals limited to Rs.550/-	190
E7 to E8	4 Star hotel or actuals limited to Rs.850/-	4 Star hotel or actuals limited to Rs.670/-	225
E9, DIRECTORs & CMD	Actuals	Actuals	265

Note;

- i) The ceiling on hotel charges as above exclude levies such as taxes, surcharge etc.,
- ii) 50% of DA will be admissible when employees are deputed for residential training programmes.
- iii) Delhi, Mumbai, Kolkata, Chennai, Hyderabad, Ahmedabad, Bangalore, Pune and Kanpur will be reckoned as 'specified locations'.



Application for T.A. Advance					
1 Name : 2. Designation : 3. Staff No : 4. Dept/Section : 5. Place of Duty : 6. Approx No.of Days Halt : 7. Purpose of Journey : 8. On tour to Places : 9. Tour Commencing Date :	10. Advance of TA a) b) Date: _____ Signature of the Employee _____ Date: _____ Controlling Officer _____ Date: _____ Approval of Competent Authority _____				
For Use in Accounts Department PAYMENT VOUCHER					
Location Code	Voucher No	Date:			
Pay to					
Staff No	Doc.Ref	Account Code	Amount		
		Debit		Credit of	
		Rs.	Ps.	Rs.	Ps.
		Total			
Bill examined and found correct Passed for Rs. _____ (Rupees _____)			Received Payment of _____ (Rupees _____)		
			<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> STAMP </div>		
Assistant	Paying Officer	Cashier	Disbursing Officer		



**Appendix-III
(Ref.Rule 18.1(b))**

Travelling Allowance Bill										
Name : Designation : Staff No : Basic Pay/ Scale :							Purpose of Journey:			
1. JOURNEY DETAILS										
Departure from	Date	Time	Arrival at	Date	Time	Air/Rail/Road	Class	Ticket No	Fare Amount	
									Rs. !	
									Ps	
									Total	
2. DAILY ALLOWANCE										
Departure from H.Q.		Arrival at H.Q.		No.of Days /Hrs		D.A. Rate		Amount		
Date	Time	Date	Time					Rs. !		
								Ps		
								Total		
FOR USE IN ACCOUNTS DEPARTMENT										
PAYMENT VOUCHER										
Location Code		Voucher No		Date:						
Pay to										
Staff No	Doc.Ref	A/c code	Amount							
			Debit		Credit					
			Rs.	Ps.	Rs.	Ps.				
			Total							
Bill examined and found correct Passed for Rs. _____ _____)					Received Payment of _____ (Rupees _____)					
					STAMP					
Assistant	Paying Officer	Cashier	Disbursing Officer							



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3. BY ROAD IN CAMP PLACES /HEAD QUARTERS

Date	From	To	Distance KMs	Mode of Transport	Amount	
					Rs	Ps
Total						

4. OTHER CLAIMS: Particulars

a) Hotel Bills:		
b) Telephone/Fax etc:		
c) Conveyance of goods:		
d) Allowance		
e) Others if any:		
Total		

Grand Total (1 to 4) :

Less: Advance drawn: :

Net claim / refund by Cash / Cheque No..... :

(Rupees.....)

Certified that I have (1) Actually performed the journey by cheapest and shortest route.
 (2) Stayed in Hotel and Hotel bills are enclosed in original and the details furnished in the claims are correct.

Place: Signature:

Date :

CONTROLLING OFFICER

This tour has the approval of Competent Authority

Signature:

Designation:

Date:



PROMOTION POLICY
AND
CAREER DEVELOPMENT PLAN
FOR SUPERVISORS & EXECUTIVES

1.0 OBJECTIVES

- 1.1 To integrate the aspirations for growth and development of individual employees with the fulfilment of the objectives of the Company, including those contained in the MOU between Government of India and KIOCL by;
- Placement of the right person on the right job in the management cadre.
 - Provision of motivation to supervisors/executives by linking growth with performance.
 - Provisions of a well-conceived career plan for supervisors/executives, within the cadre balance requirement of structured organisation.
 - Provision of a proper management succession plan.
- 1.2 To provide a system for growth which is perceived by supervisors/executives as being based sense of equity, fairplay, objectivity, uniformity and consistency.

2.0 SCOPE AND APPLICABILITY

- 2.1 This Policy shall apply to supervisors and executives of the Company occupying posts upto E9.
- 2.2 This policy will not cover those who are appointed for a limited tenure, superannuated persons reappointed in the Company's service and others appointed on a purely casual or temporary basis or whose terms of appointment stipulate coverage under different rules.

3.0 DEFINITIONS

- 3.1 "COMPANY" means KIOCL LIMITED.



- 3.2 "CMD" means the CHAIRMAN CUM MANAGING DIRECTOR of KIOCL LIMITED.
- 3.3 "POLICY" means PROMOTION POLICY AND CAREER DEVELOPMENT PLAN FOR SUPERVISORS(NON-UNIONISED) AND EXECUTIVES.
- 3.4 "CUT OFF DATE" means the date prescribed for reckoning the length of service in a grade for eligibility for promotion.
- 3.5 "QUALIFYING SERVICE" means the number of minimum completed years of service, immediately preceding the cut off date, prescribed for promotion from one scale of pay to another.
- 3.6 "LOP" means normal line of promotion.

4.0 CLUSTER OF SCALES

For the purpose of promotion and career planning of Supervisors and Executives, scales of pay will be grouped in the following clusters:

Cluster code	Scale Code	Grade
A	SS E 0	Jr.Engineer/ Supervisor Asst.Engineer/ Jr.officer
B	E 1 E 2 E 3	Jr. Manager Asst.Manager Dy Manager
C	E 4	Manager
D	E 5	Sr. Manager
E	E 6	Dy Genl Manager
F	E 7	Addl Genl Manager
G	E 8	General Manager
H	E9	Executive Director

**5.0 QUALIFICATIONS**

5.1.1 Minimum qualification is prescribed as under:

- i) For direct recruitment to E0 scale and for selection to posts in E4 scale and above - As per Annexure 'A'.
- ii) For promotion to E0 scale and further promotion upto and including E3 scale - As per Annexure 'B'.

5.1.2 Employees in E3 scale possessing qualifications as per Annexure-B will be eligible for consideration for selection/appointment to E4 scale after completion of 6(six) years service provided the ACP (Average Credit Points) for entire six years as Dy Manager is not less than 30.40 i.e Very Good and subject to fulfilling other eligibility criteria spelt out in the Clause 6.2.4. of the policy.

5.2 The executives in the service of the Company as on the date of introduction of this Policy will be governed by the qualifications prescribed under the rules existing immediately before the introduction of this policy and will be eligible to be considered for promotion in their respective LOP.

5.3 A qualifying test to assess the managerial aptitude of executives, outside their LOP, will be held periodically, in order to provide lateral movement to executives outside their LOP. All executives possessing qualifications as prescribed in Annexure-A, for a particular LOP will be eligible to participate in this test for that LOP and on qualifying will become eligible for consideration for promotion to E4 grade and above in the LOP for which they qualify, subject to their fulfilling other conditions such as qualifying service etc. The test will be conducted by an external agency and will consist of two parts:

PART-I General assessment of Managerial aptitude.

PART-II Test of knowledge of functions in any one or more of the following functional areas.

- a) Materials Management
- b) Commercial Management
- c) Personnel Management
- d) Production Management

An executive can appear at the test not more than twice for any one functional area in the entire service.



- 5.4.1 Junior Officers in the E0 scales (Executive) would be considered for promotion to Junior Manager (E1) in the respective LOP without conducting any test provided they have completed 10 years of service in the same LOP subject to availability of vacancy.
- 5.4.2 In case of Private Secretaries in the scale E0 (Executives) will have to pass a qualifying test to assess their suitability for promotion to E1 scale out of the LOP. The test will be conducted by an outside agency and will consist of two parts:

PART-I General aptitude

PART-II Test of knowledge of functions in any one or more of the following functional areas –

- a) Materials Management
- b) Commercial Management
- c) Personnel Management
- d) Finance & Accounts.

Jr. Officer qualifying in Part-I only will be considered for General Administration/ Land and Estate/Vigilance departments only. (LOP 13 and LOP 16 only). Junior officers qualifying in Part I and Part II of the test will be considered for promotions in the respective functional areas for which they qualify. Promotion will however be subject to their fulfilling other requirements of qualifying service etc.,

- 5.5 PSOs will be drawn on tenure basis out of the qualified Private Secretaries working as Junior Managers and will continue to retain their seniority in the LOP from which they are drawn.

6.0 RECRUITMENT AND PROMOTION SYSTEMS

6.1 RECRUITMENT

- 6.1.1 Normally not more than 50% of vacancies arising in Cluster 'B' in a year will be filled by promotion from E0 scale to E1 scale and the balance will be filled by direct recruitment to E1 scale.
- 6.1.2 Posts at the level of E2 and above will be normally filled by promotion from the immediate lower grade subject to the condition that the candidates possess the required qualifications and experience and are otherwise eligible and suitable. Where no suitable internal candidate is available and the exigencies of the Company's work demand the filling up of the posts from out-side, the same can be resorted to with the specific approval of CMD.



6.2 PROMOTION SYSTEM

6.2.1 There will be two systems of promotion:

- i) Promotion within cluster of scales of pay,
- ii) Promotion between clusters of scales of pay.

6.2.2 All promotions made in accordance with this Policy will be from one scale of pay to the next, without skipping any scale of pay.

6.2.3 Promotion from one scale of pay to another within a cluster will be subject to possessing the requisite qualifying service and achieving the defined level of performance.

6.2.4 Promotion between clusters will be based on

- a) Availability of vacancies in the next higher cluster,
- b) Level of performance (50% weightage),
- c) Length of service (25% weightage),
- d) Suitability for higher post as assessed by the DPC (15% weightage).
- e) Qualification (10% weightage)

7.0 QUALIFYING SERVICE

7.1 The qualifying service to be rendered in the scale of pay for promotion to the next higher scale of pay will be as under:

<u>Scale Codes</u>	<u>No of years</u>
SS to E0	3
E0 to E1	4 For GETs/ETs 1.6 years
E1 to E2	4
E2 to E3	5
E3 to E4	5
E4 to E5	4
E5 to E6	4
E6 & E7 to E8	3 years in E6 and E7 put together of which minimum one year should be in each of the E6 and E7 scales.
E8 to E9	1



- 7.2 Employees who have completed the qualifying period of service but not promoted in the last year of retirement shall be considered for grant of one increment in the last month of retirement. However, employees who have been granted Personal Pay already for not having been promoted to the higher scale for want of qualification and vacancy are not eligible for the increment under this Scheme.
- 7.3 Notwithstanding Rule 7.1 above, Supervisors promoted to E0 Executive scale will be eligible to be considered for promotion to E1 scale on the cut off date, after completion of one year service in E0 scale or seven years service in SS scale and E0 scale put together, whichever is later.

8.0 CREDIT POINTS FOR APPRAISAL RATINGS

- 8.1 The final rating in Annual Performance Appraisal will be assigned the credit points as follows:

$$\text{Credit Points} = \frac{\text{Final rating}}{\text{Maximum Possible}} \times 50$$

- 8.2 'Average credit points' (ACP) means the cumulative total of Credit Points earned in the number of Annual Performance Appraisal Reports divided by the number of reports.

9.0 BASIS OF PROMOTION WITHIN A CLUSTER

- 9.1 Within each cluster of scales of pay, promotion from one scale of pay to the next scale of pay will be subject to the condition that the average credit points for the qualifying service should be 25 and above and the credit points for the immediately preceding year should be 22.5 and above.
- 9.2 An employee securing credit point of 10.4(i.e. Poor) for any year during the qualifying service will not be eligible for promotion. The qualifying service will be as prescribed in Para 7.0.
- 9.3 For attaining eligibility, an employee shall have to render a minimum two year extra in his existing grade and the year corresponding to rating of 10.4(Poor) or below shall be taken out of the reckoning for the purpose of determining the qualifying period. However, such an employee must also satisfy the additional condition of securing rating of 30.4(Very Good) in last two years of qualifying period.



10.0 BASIS OF PROMOTION - BETWEEN CLUSTERS

10.1 Eligibility

Executives who have

- a) completed the qualifying years of service,
- b) average credit points of 25 and above for the service in the scale of pay,
- c) 22.5 and above credit points for the immediately preceding year,
- d) not been secured 10.4 (Poor) for any year during the qualifying service.

For attaining eligibility, an employee shall have to render a minimum two year extra in his existing grade and the year corresponding to rating of 10.4(Poor) or below shall be taken out of the reckoning for the purpose of determining the qualifying period. However, such an employee must also satisfy the additional condition of securing rating of 30.4(Very Good) in last two years of qualifying period.

10.2 Selection

The eligible candidates will be assessed taking into account -

- a) The average credit points for the service in the scale of pay - counted as points (max. attainable 50).
- b) Service rendered in the scale of pay assigning points as follows:
 - i) qualifying service as per Para 7.0 -
 - (a) in the same LOP - 15 Points
 - (b) in other LOP - 10 Points
 - ii) for every additional six months' service -
 - (a) in the same LOP - 2 Points
 - (b) in other LOP - 1.5 Points
 (max. attainable - 25)



- iii) where the qualifying service is rendered in different Lops, the points will be assigned on pro-rata basis in terms of completed years of service. (Ignore less than 6 months' and round off 6 months' or more to full year for this purpose).
 - c) points assigned by the DPC on the basis of interview (max. attainable - 15)
 - d) points for qualification - as per Annexure 'C' (max. attainable - 10)
- 10.3 Selection will be made on the basis of total points obtained as per Para 10.2

11.0 LINES OF PROMOTION (LOP)

11.1 The normal lines of Promotion (LOP) will be as per Annexure 'D'.

12.0 SERVICE AND PERFORMANCE LINKED PROMOTION SCHEME (SPLPS)

12.1 Supervisors & Executives with 9 years of service in a scale will be considered for personal promotion provided they have secured an average of 25 credit points for entire 9 years of service.

12.2 Executives not considered for promotion to E4 scale due to lack of qualification will be promoted on the cut off date immediately before attaining the age of 59 subject to their completing the qualifying service in E3 scale on cut off date and having an average of 25 credit points or above for the service in E3 scale.

12.3 ANNUAL INCREMENT

Increment shall depend on efficiency and conduct and will be considered from the 1st March and the 1st September of each year. Employees' appointed/promoted between 1st March and 31st August on whose increment fall within this period shall be eligible for next increment w.e.f. the 1st March of the succeeding year. Employees' appointed/promoted between the 1st September and the 28/29th February or whose increments fall within this period shall be eligible for the next increment w.e.f. The 1st of the following September. Increment admissible to an employee placed under probation shall be released on satisfactory completion of the prescribed period of probation and the extended period of probation, if any, and the employee has been confirmed in writing.

**13.0 CAREER DEVELOPMENT**

- 13.1 Career development for Executives of Company should integrate the aspirations of executives with operational requirements of the Company. In a large measure, this will be taken care of by the minimum assured growth which will arise within the clusters linked to performance. In addition, the company adopts a development-oriented approach to performance shortcomings/ strengths.
- 13.2 In order to ensure balanced development, the respective HODs at the level of Sr.Managers and above may rotate the executives in E1, E2, and E3 grades between Operation and Maintenance, Maintenance planning etc., Purchase, Stores, Transportation etc., as applicable.
- 13.3 The executives who have qualified in the test as per Para 5.3 may be rotated to other Departments, not necessarily in their lines of promotion in order to groom them to occupy senior posts at a later date. They will however retain their seniority in the parent LOP, till they are selected for posting outside the LOP through normal selection procedure.
- 13.4 Training plan for executives oriented to their specific requirements and to enhance potential will be prepared every year.
- 13.5 Special counseling arrangements will be made for executives with minimum service of 3 years in the Company and having an Average of Credit Points less than 12.5 per year to improve their performance. Job rotation and training will also be arranged to locate the areas where they can contribute better towards achievement of organisational objectives and improving their effectiveness.

14.0 SUCCESSION PLAN

- 14.1 The above CDP also takes care of the succession plan, as it would enable the Management to identify the potentialities of the Officers who can be groomed for taking higher responsibilities.

15.0 RESERVATION FOR SCs/STs

- 15.1 Reservation for SCs and STs will be provided as per the Presidential directives issued from time to time.



16.0 RULES AND TENURE

- 16.1 CMD is authorised to frame and issue Rules for implementation of this Policy, Provisions for fixation of pay, Probation, Seniority etc.,
- 16.2 The Policy and Rules framed there-under will come into force from a date notified by CMD and shall remain in force for the period decided by him.
- 16.3 The Company reserves the right to amend, modify, cancel or withdraw the Policy at any time without notice.



Annexure 'A' (REF.CLAUSE 5.0)

Qualification of Manager and above

1	Technical Departments (LOP 1 to 7)	:	(a) Degree in Engineering or its equivalent. (b) M.Sc.,(Geology) for Geology related departments like MED, Process control Department (c) M.Sc.,(Chemistry) for Process Control Department only
2	Material Management Department: (Purchase, Stores and Transportation) (LOP 8)	:	Post Graduate Degree in any subject with *Diploma/degree in Materials Management or Degree in Engineering or its equivalent
3	Commercial Department (LOP 9)	:	Post Graduate Degree in any subject with *Diploma/Degree in Marketing/Export trade/Foreign Trade or Degree in Engineering or its equivalent.
4	Personnel Department (LOP 10)	:	Post Graduate Degree in any subject with *Diploma/degree in Personnel Management or Degree in Engineering or its equivalent.
5	Company Secretariat (LOP 11)	:	A C S
6	Finance and Accounts Department : (LOP 12)	:	ACA/AICWA/AICMA or MBA from IIM Ahamadabad, Bangalore, Calcutta or Lucknow.
7	General Administration/Land and Estate (LOP 13)	:	Post Graduate Degree in any subject Degree in Engineering or its equivalent



8	Public Relations (LOP 14)	:	Post Graduate Degree in any subject with *diploma in Public Relations/Journalism/Advertising from recognized Institute
9	Law Department (LOP 15)	:	Degree in Law after three years Degree or Post Graduation in Law
10	Vigilance Department (LOP 16)	:	Post Graduate Degree in any subject
11	Hindi Cell (LOP 17)	:	As prescribed by the Government.
12	HRD (LOP 18)	:	Post Graduate Degree in any subject with *Diploma/degree in Personnel Management/HRD or Degree in Engineering or its equivalent.
13	Horticulture (LOP 19)	:	M.Sc in Horticulture

Note:

- i) *Degree/Diploma recognised for the purpose would be notified by the Company.
- ii) The above qualification should be the minimum qualification for direct recruitment to Grade E0 and above from the date this scheme comes into force.
- iii) Management Trainees recruited on All India Selection Basis through a Test conducted by an outside Agency will be eligible for Promotion to E4 Grade and above without acquiring any further qualification except in LOP 11 and 12.
- iv) For the executives in service as on the date of the introduction of the scheme, the transitional provision vide para 5.3 will apply.

**ANNEXURE -B
(REF.CLAUSE 5.0)****QUALIFICATION FOR AE/JO/PS(E0) UPTO DY.MANAGER(E3)**

1 Technical Departments (LOP T 1 to 7)	:	(i) Diploma in Engineering (Three years course) (ii) Degree in Science as relevant.
2 Non-Technical Departments (LOP NT 8 to 16)	:	(i) Degree in Arts/Science/Commerce or in any subject. (ii) Any qualification prescribed by the relevant Statute.

NOTE:

1. Two/Three year Diploma/Regular three year Degree should be from a university recognised by the UGC or a Institute recognised by the Govt.of India



ANNEXURE 'C'
(REF.CLAUSE 10.2)

Points for Qualifications:

Sl.No.	Category of Posts	Qualification	Points
1	Technical Departments	: Qualification as per annexure "A"	10
		Qualification as per annexure "B"	5
2	Other Departments (LOP 8 to LOP 18)	: Qualification as per annexure "A"	10
		Qualification as per annexure "B"	5
3	Medical Departments	: MBBS	5
		MBBS with PG Diploma	7
		MBBS with PG Degree	10



ANNEXURE 'D'
(REF.CLAUSE 11.1)

LINES OF PROMOTION

LOP No.	LOP Group	Branch of Engineering	Upto Dy. Manager	Manager/ Sr. Mgr	DGM	Remarks for Col.5
Col.1	Col.2	Col.3	Col.4	Col.5	Col.6	Col.7
T 1	Mining (Operation) and Mine Plg of MED, Geology, Core Drilling and Survey (a) Mining posts (b) Geology posts	Mining Geology	LOP 1A LOP 1B	LOP 1A only LOP 1B only		
T 2	Operations Plant – C&C, PP, PF, CPP	Any Branch	LOP 2	LOP-2,3,4, 5,6 & 7		
T 3	Mechanical Maint. & Constructions - Mining, C&C, PP, PF, Shops, I&P, Tech Services, CPP, CP&NBD	Mechanical	LOP 3	LOP-2,3 & 4		Mech. Engrs only from LOP 2
T 4	Electrical Maintenance & Constructions Mining, C&C, PP, PF, Shops, D&M, Township Maint., I&P, Tec.Services, CPP,CP&NBD	Electrical	LOP 4	LOP-2,4 & 7	LOP 1 to 7 common	Elec.Engrs only from 2 & 7
T 5	Civil - Construction, Contracts, Pollution Control, Township Maint., Tech Services CPP,CP&NBD	Civil/Strl. Architecture/ Environment Engg.	LOP 5	LOP 5 only		
T 6	Process Control/ Technology process	Metallurgy/ Chemical/ Mineral Processing	LOP 6	LOP 2 & 6		Chemical/ Met.Engrs only from LOP 2
T 7	I&H and Systems	Electrical/ Electronics & Commn./Instrumentation Comp. Science	LOP 7	LOP 2 & 7		From LOP 2 only from the branch specified against 7

NOTE:

- i) Executives with M.Sc (Geology) qualification under LOP 1B should obtain First Class Mines Manager's Certificate for being considered for promotion to posts under LOP 1A.
- ii) Executives possessing degree/Diploma in Civil Engg and the statutory qualification for survey will be eligible to be posted to LOP T 1 for survey upto the level of Dy Manager.
- iii) Any new Department added later will be linked with technical departments or any other departments as the case may be.



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LOP No.	LOP Group	Upto Dy. Manager	Manager(E4) & above	Remarks
Col.1	Col.2	Col.3	Col.4	Col.5
NT 8	Material Management Purchase, Stores & Transportation	NT LOP 8	LOP 8plus	All executives qualifying under para 5.3 of Promotion Policy
NT 9	Commercial	NT LOP 9	LOP 9 plus	All executives qualifying under para 5.3 of Promotion Policy.
NT 10	Personnel	NT LOP 10	LOP 10 plus	All executives qualifying under para 5.3 of Promotion Policy.
NT 11	Company Secretariat	NT LOP 11	LOP 11 only	
NT 12	Finance and Accounts	NT LOP 12	LOP 12 only	
NT 13	General Administration/ Land and Estate	NT LOP 13	LOP 13 plus	All executives qualifying under para 5.3 of Promotion Policy.
NT 14	Public Relations	NT LOP 14	LOP 14 only	
NT 15	Law	NT LOP 15	LOP 15 only	
NT 16	Vigilance	NT LOP 16	LOP 16 plus	All executives qualifying under para 5.3 of Promotion Policy.
NT 17	Hindi Cell	NT LOP 17	LOP 17 only	
NT 18	HRD	NT LOP 18	LOP 18 plus	All executives qualifying under para 5.3 of Promotion Policy.
NT 19	Horticulture	NT LOP 19	LOP 19 only	

Executives in the following functional areas will be posted on tenure basis for a maximum period of 4 years and the employees will retain LOP in their original department:

- | | | |
|--------------------------|-----------------------|--------------------|
| (a) Training | (b) Safety | (c) Tech. Officers |
| (d) Maintenance Planning | (e) Plant Engineering | (f) O&M / IED |
| (g) PSO | | |

Executives working in depts mentioned at (a) to (g) on the date of introduction of this Policy will count in LOP from which they were drawn into these depts. However, persons recruited directly into these depts and possessing degree/diploma in Engg will be counted in LOP T 5 - Technical Services in respect of others, LOP will be decided by CMD on merits and notified within 2 months' of introduction of Policy.

Any other departments added later will be linked with Non Technical departments or any other departments as the case may be



RULES FOR PROMOTION FRAMED UNDER THE
PROMOTION POLICY
AND
CAREER DEVELOPMENT PLAN
FOR SUPERVISORS & EXECUTIVES

1.0 OBJECTIVES

- 1.1 To prescribe Rules for the implementation of the Promotion Policy and Career Development Plan for Supervisors and Executives.
- 1.2 To incorporate/prescribe Rules for fixation of pay, seniority, probation etc.,

2.0 DEFINITIONS

- 2.1 "COMPANY" means KIOCL LIMITED
- 2.2 "CMD" means the CHAIRMAN CUM MANAGING DIRECTOR of KIOCL Limited.
- 2.3 "POLICY" means PROMOTION POLICY AND CAREER DEVELOPMENT PLAN FOR SUPERVISORS(NON-UNIONISED) AND EXECUTIVES
- 2.4 "CUT OFF DATE" means the date prescribed for reckoning the length of service in a grade for eligibility for promotion.
- 2.5 "QUALIFYING SERVICE" means the number of minimum years of service immediately preceding the cut off date, prescribed for promotion from one scale of pay to another.
- 2.6 "SELECTION POST" means all posts in the grades of SS, E1, E4 and above.
- 2.7 "LOP" means normal line of Promotion.

3.0 CLUSTERS OF SCALES

- 3.1 Clusters of Scales of pay will be as specified in the Policy Para 4.0



4.0 DATES OF PROMOTION

- 4.1 The cut off date for eligibility for promotion/selection and length of service in the scale will be -
- 30th June of every year for promotion within the cluster
 - 30th September of every year for promotions out of the cluster
- 4.2 Promotions to E0, E2, and E3 scales will be effective from 1st July (Example: Executive promoted to E2 scale on 1st July will be promoted to E3 scale subject to fulfillment of conditions laid down in Policy Para 9.0).
- 4.3 Selections to E1, E4 and above scales will be finalised in September and made effective from 1st October.
- 4.4 However, selections to E6 and above may be effected as and when vacancies arise, or created and if the post cannot be kept vacant till the cut-off date.
- 4.5 If, due to any unforeseeable circumstances, selection to various scales can not be finalised and made effective on time as stipulated at 4.2 and 4.3 above, selections shall be finalised as soon as possible after 30th June/30th September but all such selections shall be given notional effect from preceding 1st July 1st October to ensure sanctity of 1st July/1st October and no loss to concerned executives in terms of their qualifying for the next higher scale in respect of qualifying service.

5.0 CREDIT POINTS FOR APPRAISAL RATINGS

- 5.1 The final rating in Annual Performance Appraisal will be assigned the credit points as per Policy Para 8.0.
- 5.2 In the event the qualifying service includes periods for which the system of Annual Performance Appraisal was not in vogue the final rating for such periods will be evaluated into credit points as follows:

Rating	Credit Points
Outstanding	45
Very Good	35
Good	25
Average	15
Poor	5

**6.0 PROMOTION WITHIN A CLUSTER**

6.1 There will not be any interview for promotion within the clusters. Personnel Department will list the names of all executives eligible for promotion as per Para 9.0 of the Policy and issue orders after obtaining approval of Competent Authority. Inter-se seniority of the employees will not change in the promotion within the clusters.

7.0 PROMOTION BETWEEN CLUSTERS

7.1 Executives possessing qualification prescribed under Policy Para 5.0 and fulfilling the eligibility conditions prescribed in Policy Para 10.1 will be eligible for consideration for selection.

7.2 Executives/Supervisors who have been imposed major penalty resulting in reduction to a lower grade or post, should complete the prescribed years of service from the date of reduction, in the reduced scale, before being considered for promotion to the next higher scale.

8.0 MECHANICS OF SELECTION - BETWEEN CLUSTERS**8.1 Merit List**

A Merit List will be drawn for assessment by DPC as per the following paras:

- a) The names of all eligible executives will be listed in the descending order of the total points [i.e., average credit points as per Para 10.2(a) of the Policy plus points for the length of service determined as per Policy Para 10.2. (B) Plus points for qualification as per Policy Para 10.2(d)]. From this list, executives will be called for interview for assessment by DPC, the number of employees being determined as PER Para 8.1(b) below.
- b) All candidates having total points equal to or more than qualifying score will be called for interview. Qualifying score is defined as the total points, obtained by the candidate whose rank in the list as per Para (a) above is equal to the number of posts to be filled, reduced by fifteen. (eg., If the number of posts to be filled is three, the qualifying score will be equal to the total points obtained by the candidate ranked 3rd reduced by 15).


KUDREMUKH 8.2
Selection Procedure

- 8.2.1 Executives in the Merit List will be assessed by the DPC using model assessment form at **Appendix 'A'**. DPC will interview the candidates and assign number of suitable marks subject to a maximum of 15 points to the total points already earned on the basis of performance, length of service, and qualifications and draw up the selection panel.
- 8.2.2 On the basis of the total points obtained, the final Select list will be drawn in the order of merit in descending order and promotions will be made subject to clearance from disciplinary and vigilance angle and after approval of the Panel by the Competent Authority.
- 8.2.3 If there is a tie in the final total points, the executive in the same LOP and in the absence of such a candidate, the executive with higher ACP will be given promotion first. If there is a tie, even at this stage, the executive who entered the scale earlier will be promoted first. In case of tie here, date of joining the Company will be taken into account. In case of tie here also the date of birth will be taken into account and the older will be promoted first.
- 8.2.4 The seniority of the promoted employees will be reckoned as per Select list drawn for promotion.

9.0 SERVICE AND PERFORMANCE LINKED PROMOTION SCHEME (SPLPS)

- 9.1 Executives will be considered for personal promotion as per Policy Para 12.0.
- 9.2 The promotion and scale of pay and post under SPLPS will be personal to the employee.
- 9.3 The cases of executives eligible for personal promotion will be reviewed by Personal Department and orders issued after obtaining approval of the competent authority with effect from the cut off date on which they qualify. (There will be no DPC).
- 9.4 Executive who are promoted to the higher scale on personal basis would be given the designation as applicable to the scale they are promoted and will be on probation for one year like any other promotee. Those who have been promoted on personal basis will be considered to the scale on regular basis against vacancies arising later subject to the fulfillment of all other conditions laid down for promotion to that scale of pay and the seniority will count from the date of such promotion on regular basis.


10.0 RESERVATION FOR SCs/STs

10.1 Reservation for SCs and STs will be provided as per the Presidential directives issued from time to time.

11.0 FIXATION OF PAY ON PROMOTION

11.1 The employee shall draw the minimum of the pay of the grade to which he is promoted.

11.2 When an employee is promoted his initial pay in time scale of higher post shall be fixed at the stage next above the pay notionally arrived at by increasing the actual pay drawn by him in the lower post by one increment at the stage at which such pay is drawn.

Provided also that where employee is immediately before his promotion or appointment to a higher post, drawing pay at the maximum of the time scale of the lower post, his initial pay in the time scale of the higher post shall be fixed at the stage next above the pay notionally arrived at by increasing his pay in respect of the lower post by an amount equal to the last increment in time scale of the lower post. Increment date in the promoted scale shall be determined taking into account the date of entry/appointment in the scale.

11.3 If an employee is promoted during the later half of his increment year and draws after the date of his next increment, a lower salary than what he would have drawn had he been promoted immediately after drawal of increment, the pay of the employee concerned will be refixed as per Clause 11.2 above with reference to the pay in the lower scale on the date of his next increment was due in the lower scale. His incremental date would thereafter remain the same as in the lower scale.

11.4 Pay of an employee promoted under SPLPS will be fixed in the higher scale as provided under Clause 11.2 and 11.3.

12.0 RECKONING OF SENIORITY

12.1 Seniority of employees in grades below E1 will be according to the date of joining in a particular grade in the Company. If, however, two or more persons join on the same date, their seniority will be in accordance with the ranking made by the Selection Board.



12.2 Seniority of employees in the grades of E1 and above will be in accordance with their ranking by the Selection Board, so long as all the selected candidates join within two months' of the person joining first. In the case of those who join after this period of 2 months', their inter-se-seniority will be according to the date of joining in a particular grade in the Company.

12.3 If the date of entry in the grade by external and internal candidates, selected by different Selection Boards, is the same, the internal candidates will rank senior to external candidates.

If the date of entry of such internal candidate falls within the period of 2 months' mentioned in Para 12.2 above, the internal candidates will rank senior to the entire batch of external candidates.

12.4 In the case of Graduate Engineer/Executive Trainees, seniority will be reckoned taking into account the marks obtained during initial selection, training period and in the selection at the time of appointment to a regular post in the Company.

12.5 Deputationists who are permanently absorbed in the Company will count their seniority from the date of deputation in a particular grade.

12.6 Seniority lists will be published at the beginning of every calendar year. Any objection on such lists will be entertained upto 30 days' from the date of publication.

12.7 Where an executive has been promoted under SPLPS promotion scheme, he will be given seniority in the grade from the date he is promoted on the basis of DPCs recommendations to a substantive post.

12.8 Where an executive is transferred by the Company from one department to another in the interest of work or selected against an internal circular involving transfer from one department to another, his seniority in the post and grade held by him at the time of transfer will be protected.

13.0 PROBATION

13.1 The probation period of an executive on promotion will be regulated as indicated below.

13.2 The probation period of executives promoted within clusters and between clusters will be one year and will be reckoned from the date of assumption of charge of the post in the higher scale of pay.



- 13.3 On satisfactory completion of probation period, the executive will be confirmed in the higher scale. The executive will not be regarded as having been confirmed unless an order of confirmation is issued to him in writing. At the end of stipulated period of probation, if an executive is not confirmed, he may be informed of the position in writing within one month's time.
- 13.4 The annual increment shall be granted to an executive on probation only on satisfactory completion of the period of probation.
- 13.5 The performance of an executive on probation shall be assessed as per the prescribed proforma at **Appendix 'B'**.

14.0 EXTENSION OF PROBATION PERIOD

- 14.1 The probation may be extended if work and conduct during the period of probation is not satisfactory based on the report.
- 14.2 Probation may be extended twice for a period not exceeding six months', on each occasion.
- 14.3 The decision to extend the probation shall be communicated within one month of the expiry of the probation period.
- 14.4 In the event of the probation period being extended, the executive shall not earn the normal increment either during the original probation period or during the extended period, and his date of increment shall be postponed by the period for which probation is extended. If he is confirmed in the scale on satisfactory completion of the extended period of probation, he shall draw his increment from the date of completion of the extended period of probation.
- 14.5 If the work and conduct of an executive is not found satisfactory even during the extended period of probation, he shall be placed back in the scale and post from which he was promoted (both for promotion within the cluster as well as between the clusters) and he will be considered for promotion next only after completing one year in the scale.

**15.0 STUDY LEAVE**

15.1 The period of study leave will count for qualifying service and appraisal rating will be averaged out of the available period of service, provided the objective of proceeding on leave, viz., acquisition of additional qualification is fulfilled.

16.0 PENDING DISCIPLINARY PROCEEDINGS

16.1 Procedure for dealing with promotion of executive pending enquiry/disciplinary proceedings, suspension, prosecution, etc., will be in accordance with the guidelines/directives of Government of India.

16.2 An employee on whom any one of the major punishments/minor punishments listed under the Service Rules of the Company has been imposed, at any time during the qualifying period of service shall be ineligible for being considered for promotion for one DPC.

17.0 APPEAL

17.1 An employee who is aggrieved by an order of promotion may file an appeal to the CMD in accordance with the procedure prescribed from time to time. The appeal should be preferred within 30 days' of an order of promotion. On receipt of the representation/appeal, his case will be reviewed and orders passed by CMD within 30 days' of its receipt.

18.0 MONITORING

18.1 Head of HRD department shall monitor annually the working of the Policy and Rules and put up a report to CMD. This report should, inter-alia, contain deviations, if any, from the Policy and Rules, general reaction of executives as ascertained by personal discussions etc., towards the Policy & its implementation, and suggestions, if any, for improvement.


ASSESSMENT SHEET

Name of the Candidate	Average Credit points (Max-50)	Qualificatio Points (Max-10)	Points on Length of Service (Max-25)	Total Points (Col 2+3+4) (Max-85)	Interview Points (Max-15)	Aggregate Points (Max-15) (Co15+6) (Max-100)
Col-1	Col-2	Col-3	Col-4	Col-5	Col-6	Col-7



PERSONNEL DEPARTMENT

APPENDIX-B
(Ref.Rule 13.5)

CONFIDENTIAL

PERFORMANCE APPRAISAL REPORT DURING PROBATIONARY PERIOD

Name:..... Designation:.....

Staff No..... Department:.....

Date of joining the present post/scale:..... Date of completion of probationary period.....

Brief job assignment Quarter From: To:

ASSESSMENT

(Check one of the ratings 'Outstanding', 'Very Good', 'Good', 'Average' or 'Poor')

Period	Job knowledge	Performance	Conduct & Behaviour	Attendance / Punctuality	Appreciation if any	Reprimands of any
I Quarter						
II Quarter						
III Quarter						
IV Quarter						

Overall assessment for the year (tick mark relevant rating)

/Outstanding /Average

/Very Good /Poor

/Good

In case of unsatisfactory performance, please indicate action taken for correction (attach necessary papers)

I Quarter
II Quarter
III Quarter
IV Quarter

Contd....



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RECOMMENDATIONS*

The employee may be confirmed in the post : Yes/No

Probation may be extended by : 3/6 months

Services of the employee may be terminated : Yes/ No

Date:

Signature_____

Name_____

Designation_____

Orders of the Authority empowered to approve
Confirmation

Confirmation approved

Probation to be extended by 3/6 months

Service of the employee be terminated.

Date:

Signature_____

Name_____

Designation_____

*Strike out whichever is not applicable



KUDREMUKH PROVISION FOR POSTS IN MEDICAL DEPARTMENT

1. APPLICATION

This career Development plan will be applicable only to executive posts in medical department

2. POSTS IN THE MEDICAL DEPARTMENT

There will be the following posts in the scale of pay mentioned against each in the Medical Department of the Company.

Sl no	Grade	Posts
1.	E1	Jr.specialist Jr.medical officer Jr.medical officer (dentistry)
2.	E2	Specialists Medical officer Medical Officer (Dentistry)
3.	E3	Sr.Specialist Sr.Medical Officer Sr.Medical Officer (Dentistry)
4.	E4	Medical Superintendent
5.	E5	Dy.Chief Medical Officer
6.	E6	Chief Medical Officer
7.	E7	Chief Medical Officer
8.	E8	Chief Medical Officer

2. RECRUITMENT OF SPECIALISTS/MEDICAL OFFICERS (GENERAL DUTY) TO POSTS IN MEDICAL DEPARTMENT

The minimum qualification for recruitment to posts in medical department shall be as indicated in **Annexure I**. Candidates selected for appointment to post in the scale of E1 and who possess a Post Graduate Diploma qualification will be given two advance increments and those who possess Post Graduate Degree Qualification will be given four advance increments. Illustrative list of qualification is indicated in **Annexure II** to this CDP. Medical officers with PG Degree/Diploma but deployed in General duty area will be made use of in the speciality concerned whenever needed.



3. PROMOTION OF MEDICAL OFFICERS IN MEDICAL DEPARTMENT

There will be two systems of promotion within the executive position in the company.

- i) Promotion within cluster of scale of pay
- ii) Promotion between the cluster of scales of pay

All promotion made in accordance with this CDP will be from one scale of pay to the next, without skipping any scale of pay as per the line of promotion specified in Annexure-I. Promotion to the E5 and above scales will be open to all specialities subject to the employee possessing requirement for promotion as stipulated above.

Senior Medical officers with MBBS qualification who are in E3 scale would become eligible for consideration for selection/appointment to E4 grade after completion of 6 years of service provided the ACP (Average Credit Point) for entire six years as Sr.medical Officer is not less than 30.4 points (Very Good) and subject to fulfilling other eligibility criteria spelt out in the clause 6.2.4 of the policy.

4. CLUSTER OF SCALES:

For purpose of promotion and career planning of Executives Scales of pay will be in the following clusters:

CLUSTER CODE	SCALE CODE	DESIGNATION
A	E1	Jr.specialist Jr.medical officer Jr.medical officer (Dentistry)
B	E2	Specialists Medical officer Medical Officer (Dentistry)
	E3	Sr.Specialist Sr.Medical Officer Sr.Medical Officer (Dentistry)
	E4	Medical Superintendent
C	E5	Dy.Chief medical Officer
D	E6	Chief Medical Officer
E	E7	Chief Medical Officer
F	E8	Chief Medical Officer

**5. QUALIFYING SERVICE**

Qualifying service to be rendered in the scale of pay for promotion to the higher scales of pay will be as under:

CLUSTER CODE	PROMOTION UNITS	ELIGIBILITY PERIOD
A	E1 TO E2	4 YEARS
	E2 TO E3	5 YEARS
B	E3 TO E4	5 YEARS
C	E4 TO E5	4 YEARS
D	E5 TO E6	4 YEARS
E	E6 & E7 to E8	3 YRS. IN E6 & E7 PUT TOGETHER OF WHICH MIN. 1 YEAR WILL BE IN EACH OF THE E6 & E7 SCALES.

6. NON-PRACTISING PAY

Medical officer shall not be allowed private practice of any kind whatsoever. They will be entitled to non-practising pay at the rates prescribed by the company from time to time. The non-practising pay will count as pay for all purposes.

7. APPLICATION OF CDP OF THE COMPANY

All the other provision made in the CDP of the company shall apply for selection procedure.



ANNEXURE – I (Ref. Clause 2.0)

MINIMUM QUALIFICATION FOR RECRUITMENT / PROMOTION OF MEDICAL OFFICERS

POST	SCALE OF PAY	QUALIFICATION
A. SPECIALTIES		
Sr.Specialist (Medicine, Surgery Anesthesia, Ortho- padics, Gynecology, Paediatrics, ENT, Ophthalmology, Skin and VD).	E1	MBBS with Post Graduate Degree/Diploma in relative field of speciality.
Specialist	E2	-do-
Sr. Specialist	E3	-do-
B GENERAL DUTY AREA		
Jr. Medical Officer	E1	MBBS Degree
Medical Officer	E2	MBBS Degree
Sr. Medical Officer	E3	MBBS Degree
C DENTISTRY		
Jr.Medical Officer (Dentistry)	E1	A Bachelor's / Master's degree in Dental Surgery from a recognised University
Medical Officer (Dentistry)	E2	-do-
Sr.Medical Officer	E3	-do-

NOTE :

- 1 For posts in E1 scale the candidate should possess a minimum of 3 years experience after registration as a Medical Graduate.
- 2 For posts in E2 scale and above, the length of experience may be increased in a suitable manner to attract the best talent.

Contd.....



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MANAGERIAL GRADE

1 Medical Supdt.	E4	MBBS with Post Graduate Degree / Diploma in any one field of speciality. (Medicine, Surgery, Aneasthesia, Orthopaedica, Gynaecology, Paediatrics, ENT, Opthomology, Skin and VD).
2 Dy CMO	E5	MBBS with Post Graduate Degree / Diploma in the above field.
3 CMO	E6, E7 & E8	-do-

Posts in the grade of E5 and above are selection grade posts and the best candidate from any source will be appointed.

Medical Officer in general area possessing post graduate Degree/Diploma in related field of speciality will be eligible for parallel transfer in case of vacancy in related field of speciality.



ANNEXURE II
(REF.CLAUSE 2.0)

SUBJECT	POST GRADUATE DEGREE	POST GRADUATE DIPLOMA
1 General Medicine	M.D/M.R.C.P	
2 General Surgery	M.S, F.R.C.S	F.A.C.S
3 Anaesthesiology	F.A.R.C.S M.D/M.S with Anaesthesiology as special subject	
4 Radiology	M.O (Radiology) or M.D, M.R.C.P with Radiology as special subject.	D.M.R.E (One year course D.M.R & T(one year course) D.M.R.T (2 years course) D.M.R.E (Two years course)
5 Obstetrics & Gynaecology	M.D, M.O, M.R.C.O.G F.R.C.S or M S (Gynaecology)	D.G.O
6 Paediatrics	M.D or M.R.C.P F.R.C.P (Canada)	Dip in Paed. O.C.H
7 Orthopaedics	M.S, M.C.H(Orthopaedics)	D. Orthopaedics, D.Orths (Liverpool) F.R.C.S
8 Opthomology	M.S, F.R.C.S (with Opthomology)	D.L.O D.O.R.L
9 Otolaryngology (FNT)	M.S, F.R.C.S (with Otolaryngology)	D.L.O D.O.R.L

Contd.....



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SUBJECT	POST GRADUATE DEGREE	POST GRADUATE DIPLOMA
10 Psychiatry	M.O (with Psychiatry) D.P.H	
11 Dermatology & VD	M.D, M.R.C.P (with Dermatology as special subject)	D.V.O., D.O.V D.V & D.D.V
12 Pathology & Bacteriology	M.D (Path) M.D (Path & Bact) M.Sc., (Path) Ph.D (Path & Bact) D.Sc (Path & Bact)	D.C.P D.P.G D. (Bact)
13 Tuberculosis	M.D, or M.R.C.P F.R.C.S., M.S	T.D.D D.T.D
14 Radiation Medicine	MD (Radiology)	D.R.M

This list is not exhaustive but is only illustrative. DNR/MNAMS - Diploma National Board of All India Medical Council will be considered as equivalent to MS/MD in the subject concerned.



COMPOSITE COMPENSATION SCHEME

1. The Scheme shall cover all employees of the Company with effect from 1.4.1986.
2. All employees shall be extended benefits as per Workmen's Compensation Act in respect of on-duty accidents:
 - i) as per provisions contained in the Workmen's Compensation Act, notwithstanding whether an employee is covered within the definition of the "Workman" or not;
 - or
 - ii) as per nature of injury and percentages prescribed in Schedule related to 36 months' total emoluments of an employee (pay+DA+Adhoc Relief) and subject to other terms of GPA Policy taken by the Company,

whichever is higher.
3.
 - i) All employees shall be covered under Group Personal Accident Insurance Policy in respect of off-duty accidents.
 - ii) The payment of compensation under this Policy shall be restricted to a maximum of 36 months' total emoluments of an employee.
 - iii) The amount of compensation payable in respect of any off-duty accident shall be determined and regulated as per the schedule attached and shall be subject to other terms of the Policy, as applicable.
 - iv) No compensation under Group Personal Accident insurance Policy shall be admissible in respect of off-duty accident that may arise during any strike by the employees or lockout by the Company.
 - v) The annual premium towards the Group Personal Accident Insurance Policy will be payable by the Company.
4. An employee shall be eligible for any one compensation only i.e., either as per Workmen's Compensation Act or as per Group Personal Accident Insurance Policy, depending upon the place and time of accident. Under no circumstances, an employee shall be eligible for more than one benefit under this Scheme.



5. Grant of accident compensation benefits to all employees under this Scheme treating them as workmen shall not confer on any employee any rights under any other statute.

		SCHEDULE
a)	Death	100% of the sum insured (the sum insured is proposed to be 36 months' total emoluments of the employee).
b)	Permanent total disablement preventing from attending to employment, occupation or business of any kind whatsoever.	100% of the sum insured
c)	Loss of two limbs.	100% -do-
d)	Total loss of sight of both eyes	100% -do-
e)	Loss of one leg above the ankle	50% -do-
f)	Loss of toes-all great, both phalanges Great, one Phalanx other than great if more than one toe lost, each.	20% -do- 5% -do- 2% of the sum insured 1% -do-
g)	Loss of one eye	50% -do-
h)	Loss of hearing-both ears	75% -do-
I)	Loss of hearing-one ear	15% -do-
j)	Loss of four fingers and thumb of one hand	42 1/2% -do-
k)	Loss of one arm at or above wrist	50% -do-
l)	Loss of four fingers	35% -do-
m)	Loss of thumb-both phalanges, one phalanx	25% -do- 10% -do-
n)	Loss of Index finger Three Phalanges Two Phalanges One Phalanx	10% -do- 8% -do- 4% -do-
o)	Loss of middle finger Three Phalanges Two Phalanges One Phalanx	6% -do- 4% -do- 2% -do-
p)	Loss of ring finger Three Phalanges Two Phalanges One Phalanx	5% -do- 4% -do- 2% -do-
q)	Loss of little finger Three Phalanges Two Phalanges One Phalanx	4% -do- 3% -do- 2% -do-
r)	Loss of metacarpals first or second (additional) third, fourth or fifth (additional)	3% -do- 2% -do-

6. Detailed procedure for processing claims of compensation both in respect of on-duty and off-duty accidents.
- i) Personnel Department shall obtain and maintain nomination forms(See **Appendix**) from all employees who are covered / to be covered under the



relevant statutes as well as under the Composite Compensation Scheme of the Company, from to time;

- ii) Personnel Department will continue to be responsible for dealing with payment of compensation by the Company to the employees covered under any statute and / or Company's compensation Scheme, in respect of all on-duty accidents;
- iii) Board and Co-ordination Department shall continue to deal with the Insurance Company in all matters of making claims and obtaining necessary compensation in respect of both on-duty and off-duty accidents against insured amounts, including renewal of GPA policies from time to time.
- iv) Personnel Department shall continue to forward to the Board & Co-ordination Department a monthly report during the first week of successive month detailing the particulars of employees who have left/joined the Company in the previous month for the purpose of deletion / inclusion of such employees in the schedule of GPA Policy / policies covered under the Composite Compensation Scheme of the Company.
- v) A Committee consisting of the following members shall verify the claims for compensation in respect of on-duty accidents and recommend payment of compensation, as appropriate under the relevant statutes or company's compensation scheme, for approval by the competent authority.
 - a) HOD of Finance Department of the concerned location.
 - b) HOD of Personnel Department of the concerned location.
 - c) Concerned HOD under whose jurisdiction the place of accident or concerned employee is covered.

It shall be the responsibility of the representative of the Personnel Department to consult the Law Department and obtain their prior advice in regard to admissibility or otherwise of the claim for compensation, in each and every case.

- vi) Such of the on-duty and off-duty accidents of employees causing or likely to cause injury leading to total irrecoverable lose or permanent disability as covered in the schedule should be reported as under, for the purpose of making claims of compensation on Insurance company against GPA policies.
 - a) Within a week from the date of the accident, the concerned HOD (under whom the employee forward a brief Accident Report to the



Secretary, for making a Provisional claim on the Insurance Company.

- b) Within a month from the date of the accident, the concerned HOD shall forward following supporting documents to the Secretary for pursuing the claim with the Insurance Company;
 - i) A detailed Accident report, a Medical report certifying the nature of total irrecoverable loss/ permanent disability as covered on schedule and FIR regd. With Police, if any, in respect of accidents not involving death; or
 - ii) A detailed Accident Report, Medical report, FIR registered with Police, Post Mortem Report and Death Certificate, in cases where accident results in death;
 - vii) Board & Co-ordination department will make and pursue the claims of compensation with Insurance Company against GPA policies.
 - viii) Compensation in respect of off-duty accidents is payable to an employee only when such claim is admitted by the Insurance company in accordance with terms/ schedule of the policy, as annexed. Accordingly, as and when compensation claims in respect of off-duty accidents are settled by Insurance Company, the Secretary shall obtain the approval of competent authority for onward disbursement of such compensation, as appropriate, to the concerned employees or their nominees.
7. The following powers are sub-delegated to D(P&P) & GM(Personnel) :
- a) To sanction compensation under Workmen's Compensation Act or under any other statutory regulation, with the concurrence of Finance and submission of quarterly report to CMD.
 - b) To sanction compensation with the concurrence of Finance, as per Company's Composite Compensation Scheme approved by the Board of Directors, subject to the terms and conditions detailed therein.



**Appendix
[Ref.Rule 6(i)]**

PERSONNEL EXECUTIVE
KIOCL LIMITED
BANGALORE/MANGALORE/KUDREMUKH.

NOMINATION FORM FOR COMPOSITE COMPENSATION SCHEME
(To be filled in duplicate)

Name (in Block letters): :
Staff No. :
Designation :
Department :
Date of Birth :
Marital Status :
Permanent Address :

I hereby nominate the person(s) mentioned below to receive the compensation under Composite Compensation Scheme, in the event of my death:

Sl.No.	Full Name & Permanent address of the nominee/ nominees	Nominee's relationship if any with the employee	Age of nominee	Percentage of Compensation to be paid	Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship of the person, if any on whom the right of the nominee is conferred in the event of his/her predeceasing the employee.
1.						
2.						

Place:

Signature/Thumb impression
of the employee.

Date:

Declaration by witnesses. Nomination signed/ Thumb impressed before me.

Name and address of Witnesses

Signature of Witnesses

1.

2.

(FOR USE IN PERSONNEL DEPT.)

Nomination of Shri _____ Staff No. _____ has been received and kept in his personal records, and a copy has been forwarded to the employee.

Date:

Personnel Officer

Place:

Copy forwarded to:

Shri _____ Staff No. _____ Designation _____ Deptt _____

**EMPLOYEES' GROUP GRATUITY LIFE ASSURANCE**
SCHEME RULES**1. DEFINITIONS**

In these rules the headings shall not affect the construction and unless repugnant to the subject or context, masculine shall include feminine and the following words and expressions shall have meanings assigned to them as follows:

- i. 'Company' shall mean KIOCL LIMITED and shall include any Company, Firm, Corporation or Association which may, by purchase, amalgamation or otherwise take over in whole or in part the business of the Company and which shall enter into a Deed in such form as the Trustees shall require undertaking to continue the obligations of the Company under these presents and releasing the Company from all further liabilities thereof.
- ii. 'Corporation' shall mean the Life Insurance Corporation of India established under Section 3 of the Life Insurance Corporation Act, 1956.
- iii. 'Commissioner of Income Tax' shall mean the person appointed as such under sub-section (I) of Section 117 of the Income Tax Act, 1961 and having jurisdiction over the fund.
- iv. 'Trust Deed' shall mean the Trust Deed executed by the Company and the Trustees and all amendments made thereto from time to time.
- v. 'Fund' shall mean the Gratuity Fund as described in the Trust Deed.
- vi. 'Scheme' shall mean the KIOCL LIMITED EMPLOYEES' GROUP GRATUITY LIFE ASSURANCE SCHEME.
- vii. 'Trustees' shall mean the Trustees for the time being of the fund.
- viii. 'Employees' shall mean the whole time employees of the Company other than personal and domestic servants and shall be deemed to include whole time bonafide working Directors who do not own beneficially shareholding carrying more than 5% voting rights in the company.



- ix. 'Eligible Employees' shall mean the persons who shall be eligible to benefit by these Rules as more particularly set forth in Rule 3 below.
- x. 'Members' shall mean persons who as eligible employees join the Scheme and become entitled to the benefits under the scheme and shall include any such person so long as he continues to be entitled to any benefits hereunder.
- xi. 'Original Members' shall mean eligible employees who become members of the Scheme on the Effective Date.
- xii. 'Beneficiary' shall mean the wife and/or child or children and/or dependents of the Member of any other person(s) nominated under Rule 22.
- xiii. 'Policy' shall mean the Master Policy which incorporates the Assurances effected under these Rules for the benefit of the Members and which policy shall be held by the Trustees.
- xiv. 'Effective Date' in relation to the Scheme shall mean the date from which the scheme takes effect.
- xv. 'Entry Date' shall mean (a) in relation to the original members the Effective Date and (b) in relation to new members admitted to the Scheme after the Effective Date, the date on which they become eligible employees.
- xvi. 'Renewal Date' shall mean in relation to the members the relevant renewal date subsequent to the entry date.
- xvii. 'Normal Retirement Date' shall mean:
- a on attainment by the employee of such age as is fixed in the Contract or conditions of service as the age on the attainment or which the employee shall vacate the employment and
- b in any other case the attainment by the employee of the age 60 years.
- xviii 'Salary' for the purpose of these rules, shall mean the Basic pay including special pay, personal pay, non-practicing pay, officiating pay, leave salary subsistence allowance and dearness allowance last drawn by him but excluding all other allowances like special allowance, city compensatory allowance, construction allowance, house rent allowance, incentive and bonus. In calculating leave salary and subsistence



allowance, the element of all allowances except dearness allowance shall be excluded.

- xix 'Contributions' shall mean any sums paid by the Company to the Trustees for securing benefits for the member or members but shall not include any sum credited as interest.
- xx 'Family' shall mean and consist of-
in the case of a male member, himself, his wife, his children, whether married or unmarried, including step children and adopted children, his parents and the widow and children of his predeceased son if any, and includes widowed daughters & brothers below the age of 18 years and unmarried and widowed sisters including step brothers and step sisters, and in the case of a female member, herself, her husband, her children, whether married or unmarried, including step children and adopted children, her parents and the widow and children of her predeceased son, if any and includes widowed daughters and brothers below the age of 18 years and unmarried and widowed sisters including step brothers and step sisters.
- xxi 'Qualifying Service' shall mean continuous service rendered by the member to the Company, after completion of 18 years of age except the period of service rendered as Trainee and extraordinary leave without leave salary. Period of six months' and over shall be reckoned as one year. In case of employees taken on transfer terms from SAIL and its subsidiaries and other public sector undertakings, service rendered under the previous employer shall count towards qualifying service in the Company, except where such employees receive the gratuity amount from the previous employers for past service, in which case the qualifying service for gratuity in the Company will be reckoned from the date of joining the Company.
- xxii 'Disablement' shall mean such disablement as incapacitates a member for the work which he was capable of performing before the accident or disease resulting in such disablement.

2. TRUSTEES TO ACT FOR THE COMPANY AND MEMBERS

The Trustees shall act for and on behalf of the Company and the Members and every act done by the Trustees in consultation with or on instructions of the Company in matters where the Company has discretion under the Rules or is concerned, shall be binding on the Company and the Members. Every act done by agreement made with and notice given to the Corporation by the Trustees shall be binding on the Company and the Members.

**3. ELIGIBILITY**

- a) Employees who satisfy the following conditions shall be eligible to participate in the Scheme:

All employees who on the entry date are aged not less than 18 years but excluding the following:

- 1) Government servants and others employed on deputation terms.
- 2) Re-employed persons namely, those who having served in the Government of India or any State Government or/any Public undertaking or/any local or other Authority retire on superannuation and are thereafter re-employed in the service of the Company; and
- 3) Trainees and Apprentices during the period of training.

a) Employees who are in the service of the Company on effective date and satisfy the above conditions shall join the Scheme as from that date. Present employees who do not satisfy the above conditions on the effective date shall join the Scheme from the date they become eligible. Employees appointed by the Company after the effective date shall join the Scheme from the dates of their appointment, provided they are eligible or from subsequent dates on which they become eligible.

b) No member shall withdraw from the Scheme while he is still an eligible employee in the service of the Company.

4. EVIDENCE OF AGE

Evidence of age of every eligible employee satisfactory to the Corporation shall be furnished before he is admitted to the Membership of the Scheme and if the age of the member be conclusively proved later to have been incorrectly stated in the evidence submitted, the member shall not be entitled to any more benefits under the scheme than what he would receive had his correct age been stated on the entry date. The corporation shall have the right to make such adjustment in the benefits as it may in its absolute discretion decide having regard to the normal practice in this behalf for the time being in force.

**5. EVIDENCE OF INSURABILITY**

For the purpose of effecting Assurance in respect of the member, evidence of insurability satisfactory to the Corporation will be required prior to each eligible employee's entry into the Scheme and on each occasion when an increase in sum assured under the Assurance is to be granted.

If, in the opinion of the Corporation, the evidence submitted is not satisfactory or other special hazards exist, the Corporation may vary the terms of acceptance of the risk in respect of the member. In case the evidence submitted make the life of the member ineligible for insurance on his entry date for initial Sum Assured or on any subsequent Renewal Date for increase in Sum assured, there shall not be effected any Assurance or increase in Assurance, as the case may be and from the date on which the member is declared to be uninsurable. The Corporation's decision about the insurability of the employee shall be final and binding on the members and the Trustees.

6. CONTRIBUTIONS

i) ANNUAL CONTRIBUTION: There shall be duly paid for each member annually in advance on the entry date and subsequent annual renewal dates, such contributions as are required to secure the assurances hereunder described. The contributions shall be paid throughout the future service of the member unless determined earlier under the Rules.

When an increase in assurance is affected consequent upon increase in salary as provided in Rule 7(b), the annual contributions payable for the Member shall be appropriately adjusted. The contributions shall be ascertained by the Corporation under the appropriate plans of Assurance.

ii) ADDITIONAL CONTRIBUTIONS: In addition to the contributions payable under paragraph (I) above, the Company shall pay to the Trustees contributions of an amount which shall be determined by the Corporation and the Corporation shall require the Company to pay these additional contributions to the Trustees for the purpose of the Scheme. The said contribution shall, however, not be paid to the Corporation but shall be held by the trustees in the Surplus Account or any other Account as the Trustees may deem appropriate. The Trustees shall have absolute and uncontrolled discretion to utilize out of these contributions or the Surplus Account any sum, which together with benefits under the Scheme, may be required to make up the whole of the amount of gratuity due to the member under the Provisions of Appendix I thereto.



PROVIDED, however, that if the balance to the credit of surplus account together with the sum payable under the provisions of the Rules is insufficient to make up the whole of the amount accrued and payable to the member according to the said Appendix I the Company shall pay to the Trustees such additional contribution as may be required to make up the deficiency in the gratuity payable to the member.

iii) **SPECIAL CONTRIBUTION:** Subject always to any general or specific directions given by the Commissioner of Income-Tax the Company may pay any sums to the Trustees by way of special lump sum contributions and upon paying such sums shall give instructions to the Trustees as to their allocation for the benefit of all or specified members or their dependents and the dates as of which the said contributions may be appropriated. The contributions shall be paid by the Company to secure the benefits vesting absolutely or contingently in respect of the member's service prior to the date of his admissions to the membership of the scheme.

PROVIDED that in any case the aggregate of the contributions payable by the Company in respect of any member in terms of paragraphs (I), (II) and (III) hereof shall not exceed $8 \frac{1}{3}$ of the aggregate salary of the member.

iv) The expenses of administration of the fund and the scheme incurred by the Trustees shall be borne by the company. The Company shall not claim such expenses as deductible expenses in computing its business profits or losses for the purpose of Income Tax.

7. ASSURANCES:

- (a) Subject to the provisions of rule 5, appropriate Assurances on the Life of each member under a plan suitably combining One Year Renewable Term Insurance with Pure Endowment (with return of premium) will be effected to secure the benefits as described herein below. All assurances necessary to provide the benefits shall be effected only with the Corporation.
- (b) **CHANGES IN ASSURANCES:** Subject to the provisions of Rule 5, when a member's salary is changed, the assurances affected in respect of him will be appropriately adjusted. Such adjustments in assurances shall be effected as under:
- i) The adjustment in Term Assurance Benefit shall be effected from the date of change(s) in salary of the member. **PROVIDED HOWEVER THAT** if the total cover under Term Assurance benefit in respect of the member exceeds the Free Cover



Limit, the cover for the sum in excess of 'Free Cover Limit' shall be subject to production, by the Member, of satisfactory evidence of his insurability as may be required by the Corporation.

Free Cover Limit' shall mean the limit upto which the member is covered under the Term Assurance Benefit subject to simple evidence of insurability as per the Rules of the Corporation.

ii) Assurance under Pure Endowment shall be adjusted on the Annual Renewal Date which is co-incident with or which follows the date on which the increase in salary becomes effective.

- (c) **LIMITATION OF ASSURANCE:** If the contributions payable in respect of the member under Rule 6 are not sufficient to secure the benefits as described herein below, the benefits in respect of the member shall be reduced to an amount as can be secured by the contributions.

8. BENEFITS ON RETIREMENT

Upon a member's retirement, there shall become payable to the Trustees for the benefit of the member, an amount equal to fifteen days' salary as on the annual renewal date last preceding the retirement date, multiplied by the total number of years of service completed by the member, subject to a maximum of 20 months' salary or Rs. 3,50,000/- whichever is less. The trustees shall pay the benefits to the member in accordance with the provisions of Appendix I.

Upon a member's retirement after completion of service more than 30 years the amount payable shall be as under:

15 days' salary as on the annual renewal date last preceding the retirement date, multiplied by 30; plus

One month's salary as on the annual renewal date last preceding the retirement date, multiplied by the number of years of service completed by the member in excess of 30.

The total amount thus arrived at (i.e. a+b above) will be subject to a maximum of 20 months' salary or 3,50,000/- whichever is less.

The Trustees shall pay the benefits to the member in accordance with the provisions of Appendix I.



9. **BENEFITS ON DEATHS WHILST IN SERVICE BEFORE RETIREMENT DATE**

In the event of death of the member before the retirement whilst he is in the service of the Company, there shall be paid to the Trustees a sum which shall be the total of-

- i) The sum, if any, for which the Member's life was insured under Term Assurance on the date of death; and
- ii) The value of Assurance under Pure-Endowment.

Provided that the assurance under Pure Endowment and One year Renewable Term Assurance shall be provided in such a manner that the benefits payable under both the assurances shall be as per **Appendix-I**, subject to the provisions of Rules 5 and 7 (b) (ii).

10. **BENEFITS ON RETIREMENT AFTER NORMAL RETIREMENT DATE OR DEATH WHILST IN EXTENDED SERVICE.**

If with the consent of the Company, a member remains in service after Normal Retirement Date, further contributions will continue to be payable in respect of him. The payment of benefits will be deferred until his actual retirement or death during such extended service. Upon the member's actual retirement or death, there shall be paid to the Trustees the value of the assurance under Pure Endowment (together with interest as per Rules of the Corporation) and under Terms Assurance (in the event of death) and the Trustees shall pay to the member or his beneficiary as the case may be, the benefits in accordance with the provisions of Appendix-I.

11. **EARLY RETIREMENT DUE TO ILL HEALTH OR TOTAL AND PERMANENT DISABILITY OR WITHDRAWAL FROM SERVICE.**

If, before the Normal Retirement Date, the member leaves the service of the Company of his own free will or otherwise or retirement from the service with the consent of the Company on grounds of ill-health or total and permanent disability, the value of the assurance effected in respect of him shall become payable to the Trustees and the Trustees shall pay to the member the benefits in accordance with the provisions of Appendix-I.

Term Insurance cover shall cease as from the date the Member ceases to be in service.


KUDREMUKH 12. ADJUSTMENTS IN THE BENEFITS ON CESSATION OF SERVICE.

- a. Any balance of the value of assurance remaining over after payment of the gratuity as ascertained according to provisions of Appendix-I hereto having regard to the total service completed by the member and the circumstances in which he ceases to be in service shall be transferred by the Trustees to the Surplus Account.
- b. If the amount of Gratuity payable to the member according to the provisions of Appendix-I hereto exceeds the value of the benefits payable to the Trustees under the Assurance affected, the Trustees shall be entitled to pay the excess due to the member out of the surplus account.
- c. If the funds in the hands of the Trustees in the Surplus Account and the value of the assurance hereunder are not sufficient to pay the whole of the gratuity payable to the member under Appendix-I the Trustees shall utilize the additional contributions payable in respect of the member to make up the difference in the amount of gratuity.
- d. If a member is not entitled to any benefits under the provisions of Appendix-I hereto, the trustees shall surrender the assurance effected on his life for immediate cash value and the surrender value so realized shall be transferred to the Surplus Account.

13. SURRENDER VALUE

Pure Endowment effected under the Scheme will acquire surrender value immediately upon payment of the first year's premium in full. The surrender value will be calculated in accordance with the rules of the Corporation. One year Renewable Term Assurance are not entitled to any surrender value.

14. MISCELLANEOUS PROVISIONS

The benefits assured under the Scheme are strictly personal and cannot be assigned, charged or alienated in any way.

If a restraint or a prohibitory order is served on the Trustees in respect of any benefits secured for vesting in the member or if the member or his beneficiary shall become bankrupt or attempt to assign, charge or in any way encumber the assurance or any benefits thereunder, the member or the beneficiary as the case may be, shall forfeit all rights and claims thereto and the same shall lapse to the trustees but without prejudice to the powers of the trustees at their absolute discretion to maintain or continue the same if they think fit, either immediately or after an interval or otherwise to make payments for the support or benefit of the member or his Beneficiary.

**15. SURPLUS ACCOUNT**

Any additional contributions paid by the Company under the Rule 6 and the value of any of the assurances in respect of a member, which do not vest in him for any reason and lapse to the fund, shall be transferred to an account which shall be called the 'SURPLUS ACCOUNT'.

The Trustees may at their discretion utilize the amounts lying to the credit of the Surplus Account in part or full payment of the contributions payable in any year in respect of all or any of the then current assurances, or to provide additional benefits to all the members or their Beneficiaries.

16. DISCONTINUANCE OF THE CONTRIBUTIONS AND WINDING UP OF THE FUND

- a) In the event of the discontinuance of the contributions by the Company, the Trustees hereunder shall, however, continue until the assets of the Scheme have been distributed as provided hereunder.
- b) The Trustees shall first ascertain the amount of gratuity accruing and due to all the members of the fund according to the provisions of the Appendix-I hereto by reference to the salary of the members on the date of termination of the Scheme and the length of the service completed by each one of them to that date.
- c) If the members remain in the service of the Company after discontinuance of the Scheme, they shall not be paid the gratuity so long as they continue in the service of the Company.
- d) The Trustees shall realise the value of the assets of the fund including the value of assurances and the amount so realized shall be allocated to the members in the manner described below: -
 - i) If the total amount realized exceeds the total liability in respect of gratuity ascertained as in paragraph (b) above, the Trustees, shall earmark for each member the amount of gratuity accrued and due to him under the said Appendix-I out of the moneys realised and utilise the excess to provide additional benefits to the members in proportion to their accrued benefits.



- ii) If the amount so realised is less than the said gratuity accruing to the member as aforesaid the total amount shall be allocated to each Member in proportion to his accrued gratuity.
- iii) Nothing stated in paragraph (d) of this Rule shall prejudice the Trustees, uncontrolled and absolute discretion to consult an Actuary and adopt any other method or principles for the winding up of the Scheme which they consider equitable and expedient.

PROVIDED HOWEVER THAT the Trustees shall obtain the prior approval of the Corporation and the Commissioner of Income Tax before giving effect to any method of principle that may have been drawn up for the purpose of winding up of the Scheme or the distribution of assets of the Fund and if the Corporation or the Commissioner of Income-Tax so require, the Trustees shall review the said method or the principle of winding up of the scheme or the fund.

17. JURISDICTION

All assurances under the Scheme shall be Indian Contracts. They will be subject to the Laws of Indian Insurance Act, 1938, as amended, the Estate Duty Act, 1953, as amended, the Life Insurance Corporation Act, 1956, the Income Tax Act, 1961 and to any legislation subsequently introduced. All benefits under the Scheme shall be payable only in India. Should anything contained in these Rules, or in any amendment made thereof be repugnant to any provisions of the Income Tax Act, 1961, or the Income Tax Rules, 1962, it shall be ineffective to the extent of such repugnance. Any such repugnance shall be removed by the Trustees if so directed by the Commissioner of Income Tax.

18. RATES OF PREMIUM AND CONDITIONS OF ASSURANCE

The rates of premium and conditions under which the Corporation is prepared to arrange the Scheme shall be subject to an agreement between the Trustees and the Corporation. By giving three months' written notice taking effect on and from the next following annual renewal date, the conditions of assurance and the rates of premium may be amended from time to time in respect of all assurances on the lives of new entrants to the Scheme and additions to assurances of existing members to be effected on and from the date of expiry of such notice. Assurance existing at the time of such alteration or alterations shall not be effected in any way.



By giving three months' notice in writing effective on the next following Annual Renewal Date, the Corporation has the right to terminate the Term Insurance and reissue them on such terms and conditions as the Corporation shall decide.

19. MASTER POLICY

The Corporation will issue a single Master Policy incorporating all the assurances effected by the Trustees for the benefit of the existing and new members of the Scheme.

20. COMPANY'S LIABILITY LIMITED TO BENEFITS UNDER ASSURANCE

The Company or the Trustees are neither the Insurer nor the guaranter of any policy of assurance purchased under these rules and in the event of the Corporation withholding any benefits owing to circumstances beyond the control of the Trustees or Company or otherwise, in respect of any of the contracts under such assurance that may be issued, the Company or the Trustees shall be under no liability whatsoever to any member entitled to the benefits secured by such assurance or assurances.

21. INCOME TAX AND OTHER TAXES

- a In any case where the Trustees or the Corporation are liable to account to the Income Tax authorities for Income Tax on any payment made under the rules, the Corporation or the Trustees shall deduct a sum equivalent to such tax from any such payment made and the Corporation or the Trustees shall not be liable to the members for the sum so deducted.
- b Estate Duty: Where any liability to Estate Duty arises in respect of any benefits, the Trustees shall apply the benefit or part of it in payment of such duty including any interest thereon and deduct the amount so paid from the benefits or may postpone the payment of the benefits until the liability has been provided for to their satisfaction. PROVIDED THAT if the beneficiary satisfies the Trustees that duty has been paid or shall be paid or that no duty is due, the Trustees shall have the discretion to pay the benefits subject to the beneficiary furnishing indemnity or indemnities in the form and manner prescribed by them.



- c□ If the Gratuity Fund and scheme for any reason cease to be approved by the Commissioner of Income Tax, the Trustees shall nevertheless remain liable to tax on any benefits paid to any member or his beneficiary.

22. APPOINTMENT OF BENEFICIARY

- a□ Every Member shall appoint one or more person(s) as beneficiary or beneficiaries under the Rules to receive the benefits hereunder in the event of his death. If a member dies while in service, the Trustees shall hold the benefits in force under the assurances on his life UPON TRUST for payment to the beneficiary or beneficiaries as shall have been appointed by the member in accordance with the remaining paragraphs of these Rules.
- b□ Where a member has a family at the time of appointing a beneficiary, the beneficiary shall be in favour of one or more members belonging to his family. Any appointment of beneficiary by the member in favour of a person not belonging to his family shall be invalid.
- c□ If at the time of appointment a beneficiary, the member has no family, the appointment of beneficiary may be in favour of any person or persons, but if the member subsequently acquires a family, such appointment of beneficiary shall forthwith become invalid and the member shall make a fresh appointment of beneficiary in favour of one or more members of his family.
- d□ Every appointment made under this Rule shall be in writing signed by the member and attested by two witnesses and shall be according to the form given in the **Appendix-II** to these rules and shall be delivered to the Trustees and shall remain in full force and effect until the death of the beneficiary or until the same shall be revoked in writing by the member and a fresh appointment.
- e□ A member may from time or at any time without the consent of the beneficiary change the beneficiary by giving a written notice of the change to the Trustees in the prescribed form satisfactory to the Trustees where upon an acknowledgement of the change and the registration of the name of the new beneficiary will be given to the member by the Trustees for attachment to the Certificate. The new appointment shall take effect on the date the notice was signed whether or not the member is living on the date of acknowledgement of change without prejudice to the Corporation or the Trustees on account of any payment made before the acknowledgement of the change.



- f□ If a beneficiary shall at the time of his appointment to a minor or otherwise under disability to give a legal receipt of discharge to the Trustees, the member must at the time of such appointment as aforesaid, appoint a person of full age who is capable of giving a legal receipt of discharge to the Trustees and to whom the benefits are to be paid for and on behalf of such beneficiary, while such beneficiary is minor or otherwise under disability to give legal receipt.
- g□ If more than one beneficiary is appointment and in such appointment the member has failed to specify their respective interests, the beneficiaries so named shall share the benefit equally. If the beneficiary predeceases the member, the interest of such beneficiary shall terminate and his share shall be payable equally to such of the remaining beneficiaries as survive the member unless the member has made written request otherwise to the Trustees in the prescribed form.
- h□ If a beneficiary is not appointed, the benefits shall be paid to the member's wife, failing which to his child/children on equal shares failing which to his dependents in equal shares. If the member does not leave a wife, child/children or dependents, then the benefits shall be released by the Trustees and credited to the Surplus Account.
- i□ No beneficiary shall have any interest in any of the assurance effected under these Rules and he shall be entitled to receive only the benefits as per Appendix-(I) to the Rules.

23. INTERPRETATION OF RULES

It shall be a condition of membership of the Scheme that on any question arising on any point of interpretation of these Rules or any point relating to admission of new Members and cessation of Membership, the decision of the Trustees shall be final. If the decision has any bearing on the provisions of Part C of the fourth Schedule of the Income Tax Act, 1961 or the Rules made thereunder, it shall be forthwith reported to the Commissioner of Income Tax and if the Commissioner of Income Tax so requires the Trustees shall review the decision.

24. The Company reserves the right to withdraw, alter or amend the Scheme, at any time, without notice.



APPENDIX I (REF.RULE 9)

EMPLOYEES' GROUP GRATUITY LIFE ASSURANCE SCHEME RULES

CONTINGENCY ON HAPPENING OF WHICH BENEFITS BECOME PAYABLE	BENEFITS
1. Upon Retirement of the member on or after normal retirement date or upon death whilst in service after normal retirement date or in the event of the member becoming incapable of further service by reasons of total and permanent disability (Certified to the Company's satisfaction).	
a) On actual Retirement	Fifteen days' salary of the Member as on the date of retirement for each year of service, subject to a maximum of twenty months' salary or Rs.3,50,000/- whichever is less.
b) On death whilst in service/during extended term: Period of service rendered as on the date of death:	
a) Less than one year:	
(I) Those who are in service on effective date/ annual renewal date	Fifteen days' salary of the Member as on the date of death for each year of anticipated service subject to a minimum of two months' salary provided however that the maximum benefit shall not in any case exceed 20 months' salary or Rs.3,50,000/- whichever is less.
(ii) Member who joined service with the Company after the effective date or Annual Renewal date. In the event of death during the period from the date of joining to the next annual renewal date.	Two months' salary of the member as on the date of death, subject to a maximum of Rs. 3,50,000/-
b) One year or more but less than 5 years	<input type="checkbox"/> Benefit as per (a) (I) above, or <input type="checkbox"/> Six months' salary of member as on the date of death subject to a max of Rs. 3,50,000/- whichever is more.
Note: "Anticipated Service shall mean in respect of employees who have not reached the normal retirement state the period of service which the member would have completed had he lived upto his Normal Retirement date and in respect of employees whose services have been extended beyond normal Retirement date, the period of service which the Member would have completed had he lived upto the extended period of service.	
(c) 5 years or more	<input type="checkbox"/> Benefits as per (a) (I) above or <input type="checkbox"/> Twelve months' salary of the member as on the date of death subject to a max of Rs.3,50,000/- whichever is more. <input type="checkbox"/>
2. In the event of death of the member before the normal retirement date whilst in the service of the company.	
A) In respect of a member who is declared to insurable and for whom life cover has been granted. Period of service rendered as on the date of death.	
a) Less than one year.	Contd.....


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- I) Those who are in service on effective date/ annual renewal date. Fifteen days' salary of the member as on the date of death for each year of anticipated service subject to a minimum of two months' salary provided however that the maximum benefit shall not, in any case, exceed 20 months' salary or Rs.3,50,000/- whichever is less.
- ii) Member who joined service with the Company after the effective date or annual renewal date; In the event of the death during the period from the date of joining to the next annual renewal date. Two months' salary of the member as on the date of death, subject to a maximum of Rs. 3,50,000/-
- b) One year or more but less than 5 years:
 - a Benefit as per (a) (I) above, or
 - b Six months' salary of the member as on the date of death subject to a max of Rs.3,50,000/- whichever is more.
- c) 5 years or more:
 - a Benefit as per (a) (I) above, or
 - b Twelve months' salary of the member as on the date of death, subject to a maximum of Rs. 3,50,000/- whichever is more.
- B In respect of member who is declared to be insurable on the entry date and/or annual renewal date but uninsurable on subsequent annual renewal dates.
 - I Sum for which the member's life was assured by the Corporation under Term Insurance on the death of the Member, and
 - II The value of assurance under Pure Endowment.

PROVIDED THAT the total benefits payable vide (I) and (ii) above shall not be less than the relevant benefits in paragraph (d) below.
- C) In respect of a member who is declared to be uninsurable on the entry date but is declared to be insurable on a subsequent date:
 - I Sum for which the Member's life was assured by the Corporations under Term Insurance on the death of the Member and
 - II The value of Assurance under Pure Endowment.

PROVIDED THAT the total benefits payable vide (I) and (ii) above shall not be less than the relevant benefits in paragraph (d) below.
- D) In respect of a member who is declared to be uninsurable on entry date and Annual Renewal dates:
 - i) Less than one year: Two months' salary of the member as on the date of death subject to a maximum of Rs. 3,50,000/-
 - ii) One year or more but less than 5 years Six-months' salary of the member as on the date of death subject to a maximum of Rs. 3,50,000/-.
 - iii) Five years or more but less than 24 years Twelve months' salary of the member as on the date of death subject to a max of Rs.3,50,000/-
 - iv) More than 24 years Fifteen days' salary of the member as on the date of death for each year of completed service upto the date of death subject to a maximum of twenty months' salary or Rs.3,50,000/- whichever is less.

Contd.....



3. Upon the member leaving the service of the company of his own free will prior to normal retirement date:

- | | |
|--|--|
| (a) Before completion of 5 years: | (a) Nil |
| (b) On or after completion of 5 Years: | (b) Fifteen days' salary of the member as on the date of leaving service for each completed year of service subject to a max of 20 months' salary or Rs. 3,50,000/- whichever is less. |

4. On Termination of Service by the Company before normal Retirement Date

- | | |
|---|--|
| (I) For reasons other than fraud or misconduct: | |
| (a) Before completion of five years: | (a) Nil |
| (b) On or after completion of 5 years: | (b) Fifteen days' salary of the member as on the date of termination for each years service subject to a max of 20 months' salary or Rs. 3,50,000/- whichever is less. |
| (ii) For an act, willful omission or negligence on the part of employee causing any damage or loss or destruction of property belonging to the Company: | |
| (a) Before completion of 5 years: | (a) Nil |
| (b) On or after completion of 5 years: | (b) Fifteen days' salary of the member as on the date of termination for each year's service subject to a max. of 20 months' salary or Rs. 3,50,000/- whichever is less as reduced by the amount of damage or loss caused by the act, wilful omission or negligence on the part of employee. |
| (iii) For riotous or disorderly conduct or any other act of offence on the part of employee or for any act consisting offence involving moral turpitude provided such offence is committed by employee in the course of his employment. | |
| | Nil |

5. On Termination of service of the member as a result of Permanent Disablement.

Fifteen days' salary as on the date of termination of service for each year of completed service subject to a max. of 20 months' salary or Rs. 3,50,000/- whichever is less.

Note: 15 days' salary shall be determined on the following basis.

$$15 \text{ days' salary} = \frac{\text{Monthly salary} \times 15}{26}$$

Contd.....



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6. Upon retirement of a member on or after normal retirement date upon death while in service after normal retirement date or in the event of the member becoming incapable of further service by reasons of total and permanent disability (Certified to the Company's number of years of service in excess of 30.

Benefits:

15 days' salary as on the annual renewal date last preceeding the retirement date, multiplied by 30; plus

One month's salary as on the annual renewal date last preceding the retirement date, multiplied by the number of years of service completed by the member in excess of 30.

The total amount thus arrived at (i.e. a+b above) will be subject to a maximum of 20 months' salary or 3,50,000/- whichever is less.



Appendix-II [Ref.Rule 22(d)]

FORM 'E'

NOMINATION

To _____

(give name or description of the establishment with full address)

1. I, Shri/Srimati/Kumari _____ (name in full here) _____ whose particulars are given in the Statement below, hereby nominate the person(s) mentioned below to receive the gratuity payable after my death as also the gratuity standing to my credit in the event of my death before that amount has become payable or having become payable has not been paid and direct that the said amount of gratuity shall be paid in proportion indicated against the name(s) of the nominee(s).
2. I hereby certify that the person(s) mentioned is a/are member(s) of my family within the meaning of clause xxii of section 1 of KIOCL LIMITED Group Gratuity Life Assurance Scheme Rules.
3. I hereby declare that I have no family within the meaning of clause xxii of section 1 of KIOCL LIMITED Group Gratuity Life Assurance Scheme Rules.
4.
 - a My father/mother/parents is/ are not dependent on me.
 - b My husband's father/mother/parents is/ are not dependent on my husband.
5. I have excluded my husband/wife from my family by a notice dated the _____ to the controlling authority in terms of the proviso clause xxii of Section I of KIOCL Group Gratuity Live Assurance Scheme Rules.
6. Nomination made herein invalidates my previous nomination:

NOMINEES (S)

	Name in full with full address of nominee(s)	Relationship with the employee	Age of Nominee	Proportion by which the gratuity will be shared.
1.				
2.				
3.				
4.				
so				
on				



STATEMENT

1. Name of the employee if full :
2. Sex :
3. Religion :
4. Whether unmarried/ married/ Widow/ widower :
5. Department/Branch/Section where employed :
6. Post held with Staff No.
7. Date of appointment :
8. Permanent address :

Village Thana Sub-Division
Post office: District State

Place: SIGNATURE/THUMB IMPRESSION OF THE
EMPLOYEE

Date:

DECLARATION BY WITNESSES

Nomination signed,/thumb impressed before me

NAME IN FULL AND FULL ADDRESS OF WITNESSES

SIGNATURE OF WITNESSES

- | | |
|----|----|
| 1. | 1. |
| 2 | 2. |

Place:

Date:

CERTIFICATE BY THE COMPANY

Certified that the particulars of the above nomination have been verified and recorded in this establishment.

SIGNATURE OF THE
EMPLOYER/
OFFICER AUTHORIZED

Employer's Reference
No. if any

Designation

Name & address of the establishment or rubber
stamp thereof

ACKNOWLEDGEMENT BY THE EMPLOYEE

Received the duplicate copy of nomination in Form "E" filed by me and duly certified by the employer.



RULES & PROCEDURES GOVERNING LEASED RESIDENTIAL ACCOMMODATION FOR EXECUTIVES AT BELOW BOARD LEVEL.

1.0 The Rules will be applicable for hiring of accommodation for Executives holding below Board Level Posts restricted to ten Executives at any given point of time.

2.0 **Eligibility:**

- 1 All Executives in E-0 scale and above.
- 2 Executives on deputation to KIOCL Limited, if terms of deputation so specifies.

3.0 **Places where permissible:**

A1, A, B and C class locations.
(Classification of places is as followed for payment of HRA)

4.0 **Ceiling Limits:**

The ceiling limits in respect of monthly rental are as under:

Grade	Plinth area	Classification of Cities				House Rent Recovery Rates*
		'A1'	'A'	'B'	'C'	
E-0	E0 to E4 – 900 sq.ft.	6400	5500	3900	3300	980
E-1		7500	6400	4500	3800	1160
E-2		8200	7000	4900	4100	1320
E-3		9100	7700	5400	4600	1350
E-4		9800	8400	5900	4900	1390
E-5	E5 to E8 – 1200 sq.ft.	11500	10100	7100	5900	1410
E-6		12000	10300	7300	6100	1430
E-7		12500	10700	7500	6300	1470
E-8		13300	11400	8000	6700	1610
E-9	E9-1500 sq.ft.	15200	12900	9100	7600	1890

*Recovery would be as indicated or 10% of the basic pay and dearness pay whichever is less.

**5.0 Recovery of monthly rental:**

The recovery of rent per month for such hired/leased accommodation will be the amount indicated at Para 4.0 above or @ 10% of the running basic pay & dearness pay, whichever is less.

6.0 Relaxation in ceiling limits:

Normally, no relaxation in the monetary ceilings specified in the tables at Para 4.0 above will be permitted. However, in very special circumstances, if need be, the unit Head concerned may recommend the case to Corporate Office, with proper justification, for consideration by CMD who may relax the above ceilings on merits of each deserving case.

7.0 Procedure:

The following procedure will be followed for hiring leased accommodation for the entitled personnel.

- a) It shall be the responsibility of the employee concerned to locate a house of his choice and negotiate the terms of the lease including the rent, quantum of Security Deposit and obtain a "Consent Letter" from the Landlord. It may be borne in Mind that KIOCL Limited will bear only up to the ceiling rental applicable for each level as already indicated at para 4.0 above. The excess rent, if any, above the eligibility will have to be borne by the employee.
- b) KIOCL Limited will pay the interest free Security Deposit directly to the Lessor limited to 10 months rental only to be refunded at the time of termination of lease agreement.
- c) The employee, before occupying the house, will give a Letter of Undertaking to KIOCL Limited as per format enclosed (**Appendix-I**) by which will undertake to give vacant possession of the premises either on his superannuation, his resignation or on his transfer out of Headquarters or separation from the Company for whatsoever reasons failing which the employee will be liable to pay to KIOCL Limited, the amount equivalent to the Security Deposit paid by KIOCL Limited to the Lessor. The employee will also authorize KIOCL Limited to recover the above amount from any amounts due to him from KIOCL Limited.
- d) KIOCL Limited will not undertake any repairs, maintenance work etc., for the house taken on lease for the employee's use as residence and it is made clear that it shall be the responsibility of the Landlord (Lessor) to carry out such repairs as may be periodically necessary to keep the house livable at all times. This aspect may be made clear to the Landlords at the time of negotiations regarding rent etc. by the employee.



- e) A Tripartite agreement amongst the Company, the Landlord and the Employee will be entered into as per format enclosed herewith (**Appendix-II**) which brings out the interse responsibilities of the Lessor (Landlord), the Lessee (Company) and the Occupier (the employee).
 - f) It is also made clear that the Company shall in no way be responsible for provision of any extra amenities or carryout any repairs, white- washing etc., to the premises. This would be the Lessor's responsibility and may be made adequately clear during negotiations by employee.
 - g) In case the claimant employee intends to take house on self lease, KIOCL Limited shall not pay any Security deposit. The rent paid by the Company will be the applicable monetary ceiling or the actual rental value for the house, whichever is less.
 - h) The following documents shall be submitted by the employees while making a proposal for leased accommodation.
 - (a) Consent letter from the landlord.
 - (b) Copy of Khatha Certificate or equivalent document for proof of ownership.
 - (c) Copy of latest tax paid receipt.
 - (d) Agreement.
- 8.0 CMD is authorized to amend/revise the scheme from time to time based on need and justification within the comparable limits with other PSUs.



Appendix-I
[Ref.Rule 7(c)]

LETTER OF UNDERTAKING

Date:

From:

Name :
Staff No :
Design :
Dept :

Through Proper channel

To:

M/s KIOCL Limited,
II Block, Koramangala,
Bangalore 560 034.

Sub: Leased Accommodation arranged
by KIOCL Limited.

I have been provided with the leased accommodation (fully described here below) by M/s.KIOCL Limited owned by Mr._____. On expiry of the leased period or on my resigning from the service of the Company or separation from the Company for whatsoever the reason or my transfer from Headquarters or on my attaining the age of superannuation I am required to surrender vacant possession of the above said leased accommodation to M/s. KIOCL Limited. Should I fail to surrender vacant possession of the above said leased accommodation to M/s KIOCL Limited, on occurrence of any of the above events, the sum of Rs._____ which was paid as Security Deposit by M/s.KIOCL Limited to land lord/lessor, I hereby authorize M/s.KIOCL Limited to recover the above amount from amounts payable to me like Gratuity, Leave Encashment etc. M/s.KIOCL Limited will be at liberty to withhold Gratuity, Leave encashment etc., till the vacant possession of the leased accommodation is handed over to the company.

Thanking you,

Yours faithfully,

(Signature)



Appendix-II
[Ref.Rule 7(e)]

A G R E E M E N T

This Agreement is made on this _____ day _____(month)
_____ (year).

B E T W E E N

KIOCL Limited, a Company registered under the Companies Act, 1956 and having its Registered office at II Block, Koramangala, Bangalore 560034 (hereinafter referred to as the Lessee), which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors or assigns) of one part,

A n d

Shri _____ S/o _____ residing at _____, owner of the Building (hereinafter referred to as the Lessor), which expression shall unless excluded by or repugnant to the context shall be deemed to include his successors and assigns) of the second part.

A n d

Shri _____ an employee employed and working for M/s KIOCL Limited Plot No. _____ and _____ (hereinafter referred to as the "Occupier") of the Third Party.

NOW THIS AGREEMENT WITNESSETH,

That in consideration of the rent reserved hereunder and the covenants and conditions contained and on the part of the Lessor, Lessee and the occupier to be observed, the Lessor agrees to let and the Lessee agrees to take on lease the house No. _____, owned by the Lessor for residential use by the Occupier and which is more particularly described in the Schedule hereunder written together with all fixtures and fittings attached thereto as detailed in the schedule (hereinafter called the premises) subject to the terms and conditions hereinafter provided.

The lease will be for a minimum period of 11 months from the date of occupation. The period of the lease may be extended further based on mutual agreement. In case the Occupier for whom the house has been taken on lease is transferred out of _____ owing to exigencies of service or leaves the service of the Company, reasonable notice will be given provided that such notice period shall not be less than 15 days unless a lesser period is acceptable to the Lessor. The Lessee shall have the option to pay the rent for the notice period, in lieu of the notice.

That the Lessor shall allow the Lessee and the Occupier to possess, use and enjoy quietly and peacefully the said premises during the term of the lease without interruption from the Lessor or any person claiming under him.



The Lessee shall pay by Cheque to the Lessor for the said premises, a rent of Rs. _____ (Rupees _____ only) per month payable on or before 10th of the month concerned.

KIOCL Limited shall pay a sum of Rs. _____ (Rupees _____ only) (equivalent to 10 months rental) to Lessee towards Security Deposit refundable to KIOCL Limited at the time of terminating the lease agreement.

The Lessee and the occupier shall not use the premises for any activity prohibited by law.

The Occupier shall pay all charges in respect of electricity and water consumed by the Occupier during his occupation of the premises. The Lessee or the occupier shall not be liable to pay any levies, cesses, taxes such as house tax, ground rent etc and other out goings whatsoever which will be payable and paid by the Lessor.

The Occupier shall be responsible for all damages and breakages caused to the said premises and fittings due to his negligence but shall not be liable for any damages, breakages etc occurring due to natural wear and tear or inherent defects in the material and those due to forces over which the Occupier has no control.

It is also agreed that it is the responsibility of the Lessor to carry out all repairs to the premises and its fixtures and fittings as may be necessary from time to time and shall keep the premises, in livable condition.

It is also agreed that in the case of any transfer or sale or other disposition of the said premises by the Lessor during the currency of the lease, the terms and conditions of the sale or transfer or disposition shall provide that this lease shall be binding on such purchase or transfer. Such sale or transfer shall in no way abrogate or detract from the covenants herein contained and meant for the observance by the Lessor.

Any notice required to be served to the Lessee shall be deemed to be sufficiently served upon if it is delivered to the Occupant of the premises by registered post.

In witness whereof the aforesaid parties have executed this Agreement to Lease this day hereinabove written.

Landlord (Lessor)

For M/s KIOCL Limited

()
LESSEE

Witness No.1

Witness No.2

()
OCCUPIER

**SCHEME FOR FAREWELL TO RETIRING EMPLOYEES****TITLE**

1. It would be called “Scheme for farewell to retiring employees” and would come into force from 31st October 1988.
2. The salient features of the Scheme are given below:
 - a. All regular/confirmed employees superannuating or voluntarily retiring from the services of the Company shall be given a fitting farewell in token of recognition and appreciation of their long service in the Company.
 - b. A function to bid farewell will be arranged at department level to one or more employees, in combination, who retire in a particular month.
 - c. The farewell function will be attended to by the employees of the concerned Department/Division in the location where the retiring employees were working. Such function shall be presided over by the senior most officer of the Company available at the location and attended to, among others, by officers from other departments at the level of Sr.Managers (E5) and above.
 - d. The Company will host “high tea” at such farewell functions.
 - e. The Company will present a well-designed “Service Certificate” and a token gift to each retiring employee in commemoration of his/her service to the Company(See **Appendix-I**).
 - f. The Company will arrange for a group photograph of the retiring employees along with the senior officers and the presiding officer and give a copy of the photograph, duly framed, to each of the retiring employees at Company’s cost.
 - g. Employees who retire after 20 years of continuous service to the Company will be presented a well-designed “Scroll” in addition to “Service Certificate”(See **Appendix-II**).
 - h. Action for final settlement of the dues of retiring employees should be initiated by concerned Personnel Department at least three months’ before the date of retirement.



- i. In respect of retiring employees, occupying Company's quarters, effort will be made to pay at least 90% of the dues on the occasion of the farewell and final settlement would normally be made within 15 days' of handing over vacant possession of the allotted quarters back to the Company. In other cases, effort will be made to pay all the dues at the farewell function.
 - j. The Personnel Department at the respective location will initiate the final settlement of retiring employees and organize farewell functions as envisaged above with the help of General Administration Department.
 - k. A monetary limit of Rs.40 per employee participant is fixed towards the cost of "high tea" to be incurred by the Company at the farewell function.
 - l. A higher monetary ceiling of Rs.1500/- is fixed towards the cost of purchase of "token gift" to be incurred by the Company for presentation to each retiring employee.
3. The Scheme can be withdrawn, altered or amended, at any time, without notice at the discretion of Chairman- cum- Managing Director.



KUDREMUKH

KIOCL LIMITED

has pleasure in presenting

This

Service Certificate

to

Shri / Smt.....

Staff No.....

Designation

who has retired from the

service of the Company

on attaining the age of

superannuation onafter

renderingyears of valuable

service in the Company
the Management is pleased to place on record its
appreciation of his / her long and useful service
in the Company and wish him / her a
happy and peaceful retired life

Date :

Place :

Signature



KIOCL LIMITED

has pleasure in presenting

This

SCROLL

to

Shri/Smt.

*In recognition of 20 years and above
of continuous & distinguished
service in the Company.*

Chairman-cum-Managing Director

**BENEVOLENT FUND SCHEME****1. TITLE**

The Scheme shall be called 'Benevolent Fund Scheme'.

2. OBJECTIVE

To render financial assistance to family member of the deceased employees.

3. SCOPE

The Scheme shall cover all the employees on the rolls of the Company including trainees but excluding those engaged on casual basis.

4. SALIENT FEATURES

- i. Each employee contributes a sum of Rs.50/- whenever the death of any serving employee occurs;
- ii. The Company, by way of ex-gratia, contributes at the rate of Rs.20/- per employee.
- iii. The contribution of Rs.50/- per employee joining this scheme is collected only in the event of death of an employee.
- iv. An employee, after becoming a member of the scheme by giving his option is not permitted to revoke the option till his service in the Company.

5. PROCEDURE

- a) Those who are desirous of becoming a member of the Scheme should apply in the prescribed forms in duplicate(See **Appendix**).
- b) The form duly completed and countersigned by the Head of Department should be forwarded, one copy to Personnel Department and another to Accounts Department.
- c) The personnel Department will maintain a Register containing the full particulars of all the members enrolled from time to time.



- d) A person, after becoming a member of the Scheme and having given his option for the recovery of the amount as stipulated, cannot revoke his option unless he ceases to be on the rolls of the Company.
- e) All persons applying for membership shall give a declaration about nominees against the column indicated in the application form. In case any member fails to declare his nominee, his nominee as indicated under the Provident Fund Rules or Gratuity Rules of the Company will be taken as nominee for the Benevolent Fund Scheme.
- f) On the death of the member, his nominee shall submit the claim for disbursement of the benefit, duly supported by proof of death and attested by two other members of the Scheme through Head of the Department under whom the deceased served. The Head of the Department, after satisfying himself about the bonafides of the nominee shall forward the application to the Personnel Department with his recommendations.
- g) The personnel Department will thereafter intimate to the Accounts Department for further action:
- i) Name of deceased employee;
 - ii) Name & Address of the nominee;
- h) Accounts Department will thereafter arrange for:
- i. Recovery of Rs.50/- from each member of the scheme from the salary of the current month.
 - ii. Contribute a sum as provided under Clause 4(2) to the recoveries made from the members.
 - iii. Pay both the above amounts to the nominee concerned, under intimation to Personnel Department.



BENEVOLENT FUND SCHEME MEMBERSHIP FORM

To,
 The General Manager (Personnel)
 KIOCL Limited, Bangalore.

Through: DRO/Head of the Department

Dear Sir,

I, _____ Employee of KIOCL Limited desire become a member of the Benevolent Fund Scheme.

I have read/been acquainted with the provisions of the Scheme and I agree to abide by the same as may be in force from time to time.

The detailed particulars are appended below: -

Name in full (in block letters) _____
 Father's Name/Husband's Name _____
 Designation _____
 Staff No.. _____
 Department/Section _____
 Date of Joining KIOCL Ltd. _____

(a) Present Address

Qr.No./Village _____
 Name of Street _____
 Post Office _____
 Police Station _____
 District _____
 State _____

(b) Permanent Address:

Village _____
 Post Office _____
 Police Station _____
 Address of panchayat _____
 District _____
 State _____

8. Full Name of Nominee(s) & Relationship _____
 (in block letters)

9. Nominee(s) address in full _____

Witnesses

1. _____
 (Signature)
 2. _____
 (Date)

Forwarded:-



To

The Accounts Executive,
KIOCL LIMITED

Sir,

I hereby authorize the management of KIOCL Ltd, to deduct from my salary/pay bill a donation of **Rs.50/-** in the event of death of an employee who is a member of the scheme.

Signature

Name _____
Designation _____
Staff No. _____
Department _____
Date _____

**SCHEME FOR GRANT OF EX-GRATIA ASSISTANCE TOWARDS FUNERAL EXPENSES OF EMPLOYEES WHO DIE WHILE IN SERVICE****1. TITLE**

The Scheme shall be called 'Scheme for grant of ex-gratia assistance towards funeral expenses of employees who die while in service'.

2. OBJECTIVE

To render ex-gratia assistance towards funeral expenses of employee.

3. SCOPE

The Scheme shall cover all the employees on the rolls of the Company including trainees but excluding those engaged on casual basis.

4. SALIENT FEATURES

- a) A sum of Rs.2000/- shall be paid as ex-gratia assistance towards funeral expenses of employees who die while in service in the Company, whether the death is caused by accident arising out of in the course of employment or due to natural causes. The assistance will be admissible even in cases where an employee dies at a place other than his place of posting.
 - b) Free transport for the funeral will be provided by the Company within the same town or city where employee was posted or to a place upto a distance of 500 KMs from the place of death.
 - c) In the case of death of an employee while on-duty, a representative of the Chairman- cum – Managing Director/ Chief Executive will accompany the dead body for the funeral and will place wreath of flowers on the body on behalf of the Chairman- cum- Managing Director/ Chief Executive.
 - d) In the event of death of a dependent of an employee, a sum of Rs.1000/- shall be paid as an advance to the employee towards funeral expenses of the dependent, if applied for, which shall be recovered from the salary of the employee in 10 equal monthly installments.
5. The Scheme can be withdrawn, altered or amended, at any time, without notice at the discretion of Chairman- cum- Managing Director.

