



भारत कोकिंग कोल लिमिटेड
Bharat Coking Coal Limited
(A Mini Ratna Company)
(A Subsidiary of Coal India Ltd.)
(www.bcclweb.in)

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बोर्ड सचिवालय / Board Secretariat

Ref. No.BCCL:CS:F-Dop: 342

Dated:31.07.2019

Office Order

Sub: Revised Delegation of Powers of GMs of the Areas / Washeries.

In terms of the directives issued by CIL, the revised Delegation of Powers (DoP) with administrative approval of competent authority has been finalized and will come into force with immediate effect.

The Delegation of Powers (DoP) shall be exercised with compliance of the following general principles:

1. Delegation of Powers is an effective instrument for expeditious decision making and efficient management.
2. The delegation is made keeping in view the objectives of the company and its accountability to the Government.
3. Certain guidelines are issued by the Government from time to time and they are applicable to all public sector undertaking and have the same force as if incorporated in the Articles of Association. All delegated powers are circumscribed by these guidelines. In particular, the guidelines issued by the Government are binding in matters like wage and salary structure, perquisites, gratuity, dearness allowance, ex-gratia payments, encashment of leave, etc, which have major financial implications. Any departure from these guidelines or introduction of new schemes have necessarily to be got approved by the Government as they might have repercussions in other companies.
4. The delegated powers shall be exercised in line with the established procedures. The recommendation of the committees is to be put up to the competent authority for approval.
5. It is an accepted principle in the administration of public funds that in all decisions involving financial implications or which entail departure from an agreed norm, the prior concurrence of the Finance shall be obtained. Financial concurrence can be at different levels, at the colliery, in the area, in the company or at the apex, as the case may be.

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6. CIL as the holding company is responsible for policies, planning and coordination while the subsidiary companies are responsible for all operations. Hence, the decision of the Boards of the subsidiary companies in exercise of their powers shall be final. If in exceptional cases, the CMD, CIL for good and sufficient reasons, considers that a review is necessary for uniformity in all subsidiary companies or otherwise he may place any decisions of the subsidiary companies' Boards for review by CIL Board.
7. The powers in regard to amendment of Articles of Associations, change in share capital, floating of shares and debentures and other company matters are reserved for Government.

A detailed MIS is to be placed to the Board at quarterly intervals of the actual amount approved and spent (separately) in terms of each item of the delegated DOP for information of the Board within 30 days from the end of each quarter. The said MIS is to be sent to the GM(F)I/c, BCCL for subsequent consolidation and reporting to the Board.

The revised DoP supersedes all previous DoPs, issued from time to time.


(B.K. Parui)
Company Secretary

Distribution:

1. CMD/ FDs
2. CVO, BCCL
3. GM (Finance) I/c.
4. All GMs of Areas/ Washeries
5. All HODs of HQ.
6. TS to D(T)OP/D(T)P&P/D(F)/D(P)/CMD.
7. GM (System), BCCL: To upload the revised DoP in the website of BCCL

Delegation of Power in respect of GMs of Areas/Washeries

	Nomenclature	Power
P-1	PERSONNEL & WELFARE	
P-1.1	Promotion	Full powers in respect of Wage Board employees according to Cadre Scheme/Staffing pattern and subject to vacancy as per approved manpower budget
P-1.2	Fixation of pay for Wage Board employees	Full powers as per the extant policy
P-1.3	Confirmation of employees	Full powers for all Wage Board employees working under him as per extant policy
P-1.4	Transfer of employees	Full powers for all Wage Board employees and Executives of rank up to M-1 within the Area. For transfer of Executives of M-1 and employees holding statutory posts approval of concerned Director is to be obtained.
P-1.5	Acceptance of resignation	Full powers in respect of Wage Board Employees.
P-1.6	To sanction leave-casual, earned, quarantine, sick/medical	Full powers as per rules for all employees under his administrative control. Intimation is to be sent to functional Heads at Co. Hqrs. while granting leave for more than 30 days to Colliery Agents and Managers under Mines Act and other HODs of Area.
P-1.7	To accept cancellation charges on Rail/Air tickets in case of journeys on tour/LTC/transfer in the exigencies of work	Full powers as per the extant policy
P-1.8	To accept fitness certificate to join duty after leave on medical/sick ground.	Full powers in respect of all Wage Board employees and upto one month in case of executives for whom he is the leave sanctioning authority.
P-1.9	To grant honorarium/rewards to employees for commendable job	Upto Rs.5000/- in each case subject to a maximum of Rs.1,00,000/- per annum.
P-1.10	To waive production of money receipt, ticket no. etc. for TA/LTC.	Full powers in respect of employees working under him as per extant policy.
P-1.11	To wave time limit for submission of all type of personnel claims up to a period of 1 years.	Full powers in respect of employees working under him as per extant policy.
P-1.12	Change of permanent Home address	Full powers for one time during the whole service period for Wage Board employees as per extant policy.
P-1.13	Making officiating arrangement	Full powers as per rules for a period not exceeding 90 days.
P-1.14	Categorization of employees	Full powers subject to approved manpower budget.
P-1.15	House Allotment	Full powers within his jurisdiction subject to order/ circular issued by HQ time to time.
P-1.16	Issue of notices for vacation of land/house etc. within his jurisdiction	Full powers.
P-1.17	Disciplinary action	Full in respect of Non-executives of the Area as per certified standing order of the Company and for executives as per Conduct, Discipline & Appeal Rules.
P-1.18	Sanction of payment of pension, family pension, gratuity and leave encashment.	Full power in respect of non-executives of the Area.

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P-1.19	Salary advance	Full powers in respect of all employees working under him subjects to rules/ circulars/ orders issued by HQ time to time.
P-1.20	Sanction of advance TA/Transfer TA/LTC/RRF / LLTC	Full powers as per rules in respect of self and all employees under his administrative control
P-1.21	To grant imprests and to enhance/reduce the amounts of imprests relating to wages payment, local purchase of stores, miscellaneous, contingent office expenses, etc.*	Full power as per extant policy
* If Imprest/ advance is required in cash upto Rs. 10,000 specific approval of Director (F) is needed.		
P-1.22	Pay advance on transfer	Full power
P-1.23	Medical re-imburement	Full powers as per rules in respect of self and employees working under him as per MA rules.
P-1.24	Charge allowance	Full powers as per extant policy.
P-1.25	Sanction of tour	For tour within the company's jurisdiction full power for all employees working under him subject to the following: 1. For self-sanction, approval of the concerned Director will be required. 2. All tours outside the jurisdiction of BCCL will require approval of Director.
P-1.26	Traveling allowance /Transfer TA / LTC/ RRF/LLTC Bills	Full powers in respect of self and employees working under him as per guidelines issued from the Hqrs. for tour approval etc.
P-1.27	House rent allowance	Full powers subject to guidelines from Headquarter and as per terms of NCWA
P-1.28	Conveyance re-imburement	Full powers as per rules in respect of employees under him as per rules of the company,
P-1.29	Subsistence allowance	Full powers as per rules.
P-1.30	O.T. allowance	Full power as per extant policy.
P-1.31	Sanction of Medical Advance in case of injury on duty for outside referral by Central Hospital	Upto Rs.25,000 in each case on the recommendation of Area Medical Officer for all employees working under him with intimation to CMS, HQ.
P-1.32	Allowance to Rescue personnel	Full powers as per rules
P-1.33	Vocational training expenses	Full powers as per rules
P-1.34	First Aid allowance	Full powers as per rules
P-1.35	Maternity benefit allowance	Full powers as per statute and as per extant policy of the company.
P-1.36	Workmen compensation	Full powers as per statute and as per extant policy of the company.



C-1.0	Capital Works:	
C-1.1	<u>SANCTION OF CAPITAL WORKS-ESTIMATES/INDENTS</u> Electrical and Mechanical installation, construction, renovation/modification including materials (Other than P&M) Roads, Buildings, furniture, Water Supply arrangements, Bridges, Railway Sidings and other Civil & Miscellaneous Works including Extension and Modification	-NIL-
C-1.2	Sanction of estimate of Capital Works/ Scheme/ Goods/ Service	
C-1.2.1	Land Acquisition	NIL
C-1.2.2	Rehabilitation and payment of compensation arising out of land acquisition	NIL-
C-1.2.3	Exploration, Prospecting, R&D, Surveying Scientific Investigation, Statutory Investigation in connection with safety and other similar jobs	NIL-
C-1.2.4	Calling of Tender and Award of Work Order (on the basis of estimate/indent approved by the Competent Authority based on DoP)	Refer to Annexure 'C'
	OTHER FINANCIAL POWERS	
O.1.1	Change in quantity/scope of the work/supply after award of work order/purchase order	NIL
O.1.2	Grant of extension of time for fulfillment of work/supply as per work order/purchase order	Full power in respect of work order/supply order placed by him with compliance of terms of work order/purchase order and as per manual, norms, rules, guidelines issued by Company/ CVC/DPE etc. with concurrence of Area Finance Manager.
O.1.3	Termination/cancellation of work order/purchase order with imposition of penalty	Full power in respect of work order/supply order placed by him with compliance of terms of work order/purchase order and as per manual, norm, rules, guidelines issued by Company/ CVC/DPE etc. with concurrence of Area Finance Manager.
O.1.4	Taking penal action, imposition/ waiver of penalty, LD etc.	Full power in respect of work order/supply order placed by him with compliance of terms of work order/purchase order and as per manual, norm, rules, guidelines issued by Company/ CVC/DPE/Pollution Control Board, etc. with concurrence of Area Finance Manager.
O.1.5	Settlement of disputes	Full power for settlement up to 10% of the value of the disputed amount of work order/purchase order placed by him with compliance of terms of work order/purchase order and manual, norm, rules, guidelines issued by Company/ CVC/DPE etc. with concurrence of Area Finance Manager.



O.1.6	Sanction of revised estimate against any Work Order/Agreement.	Full Power upto 10% of the value of the work order against the original estimate approved by him and compliance of terms of work order and manual, norms, rules, guidelines issued by Company/ CVC/DPE with concurrence of Area Finance Manager.
O.1.7	Acceptance of quantity more than the quantity of Purchase Order	As per provisions of purchase manual.
R-1.0	REVENUE CONTRACTUAL WORKS	
	SANCTION OF REVENUE WORK /ESTIMATES (WITHIN APPROVED REVENUE BUDGET)	
R-1.1	Sanction of estimate for outside printing	Upto Rs.100,000 in each case subject to annual expenditure of Rs.10,00,000 lakh within budget with concurrence of Area Finance Manager.
R-1.2	Sanction of estimate for Repairs and maintenance of vehicles	Full powers within budget provision subject to maximum of Rs.25,000/- per light vehicle per annum and Rs. 50,000/- per heavy vehicle per annum as per norms and guidelines issued by Company/ CVC/DPE/other Govt. agencies with concurrence of Area Finance Manager.
R-1.3	Sanction of estimate of repair of furniture and small equipment	Upto Rs. 20,000 in each case within the budget provision and with concurrence of Area Finance Manager/ Associate Finance Manager.
R-1.4	Award of work against Rate Contract/ approved by HQ.	Full power within budget provisions with concurrence of Area Finance Manager.
R-1.5	Power to enter into Annual Maintenance Contract for weigh bridge	Full power within budget provisions with concurrence of Area Finance Manager.
R-1.6	For contractual work incase of emergency	Full power upto Rs. 50,000 in each case for opencast mines and Rs. 25,000 in each case in case of under ground mines subject to aggregate of Rs. 10 lakhs and 5 lakhs respectively for opencast and under ground mines per annum with concurrence of Associate Finance/ AFM.
R-1.7	Advance payment to meet charges of repairs, testing etc. to Govt. approved labs/research institutes	Full power within budget provisions with concurrence of Area Finance Manager.
PC-1.0	Purchase & Contracts :-	Refer Annexure-'C'
PC -1.1	Approval of annual indents (Revenue) for procurement of materials	Full power within budget provisions with concurrence of Area Finance Manager.
PC -1.2	Purchase of stores and spares against Rate contract / Depot Agreement entered into by HQ.	Full powers.
PC -1.3	Local Purchase of production holding items, spare and consumable stores for Plant & Equipment and installation	<ul style="list-style-type: none"> a) Rs.2 per tonne of coal raised from departmental underground mines. b) Rs.1.00 per tonne of coal raised from departmental O/C Mines. c) Rs.1.00 per tonne of raw coal input in respect of washeries. d) For development projects limits as fixed from time to time.

		e) Purchase without tender in case of emergency – upto Rs.25,000 /- in each case subject to Rs.2 lakh per annum.
PC -1.4	Purchase of P.O.L	Full power except centralized items with concurrence of Area Finance Manager/associate Finance
PC -1.5	Purchase of stationery items and purchase of drawing materials	Full powers within budget provision and with concurrence of Area Finance Manager as per DoP under Purchase & Contracts.
PC -1.6	Purchase of uniform /liveries	Full powers as per norm/livery rates of the Company within budget and with concurrence of Area Finance Manager as per DoP under Purchase & Contracts
PC -1.7	Purchase of general / technical/Professional books / Periodicals/Magazines/ Journals/ e-books including soft copies and newspapers.	Up to Rs.1 lakh per annum for professional books and periodical (proper records to be maintained for receipts and uses) with concurrence of Area Finance Manager and within approved budget.
PC -1.8	Purchase of other items e.g. plants, saplings, tools, manure etc. in connection with horticulture works and other misc. items	Up to Rs. 5 lakh per annum with concurrence of Area Finance Manager and within approved budget.
PC -1.9	Purchase of medicines	Full powers within budget provision and with concurrence of Area Finance Manager as per DoP under Purchase & Contracts. And as per norms and guidelines of HQ.
PC -1.10	Issue of stores to contractor	Full powers as per terms of NIT/Work Order/Agreement with concurrence of Area Finance Manager.
PC -1.11	Award of purchase order against Rate Contract/Depot Agreement entered into by HQ	Full powers as per norm and guidelines of HQ within the approved decentralized stores budget and with concurrence of Area Finance Manager.
PC -1.13	Award of Purchase Order on the basis of repeat order	As per provisions of Purchase Manual.
NB: For proposals valuing upto Rs. 2 lakh the proposal may be approved for tendering without going into e-tendering mode.		
However, The provision of relevant manual namely Contract/ Purchase Manual and guidelines of CVC/ CIL etc guidelines may be followed.		
H-1.0	HIRED SERVICE	
H-1.1	Sanction of estimates and award of work for hiring of vehicles on the basis of number, make and type of vehicle as approved by Director concerned through GM (Admn.)	Full powers upto the period specified by HQ, subject to budget provision and guidelines issued by Company/ CVC/DPE with concurrence of Area Finance Manager and provisions of Annexure 'C' enclosed herewith.
H-1.2	Sanction of estimates and for contractual coal and sand transportation on SOR	Upto Rs. 2.5 Cr. in each case within approved budget and with concurrence of AFM/ Associate Finance.
H-1.3	Award of work for contractual coal transportation and sand transportation(on the basis of estimate sanctioned by the Competent Authority) on SOR	
H-1.3(a)	Discount bid	

	Lowest Tender	Upto Rs. 2.50 Cr. in each case within approved budget and with concurrence of AFM/Associate Finance.
	Resultant Single Tender	Upto Rs. 0.625 Cr. in each case within approved budget and with concurrence of AFM/Associate Finance.
G-1.0	GENERAL FINANCIAL EXPENDITURE (REVENUE)	
G-1.1	Sanction for payment of telephone, Postage, telegram, power bills and postal and Railway freight claims etc.	Full powers with concurrence of AFM/Associate Finance and within Budget provision.
G-1.2	Payment of Insurance charges	Full powers with concurrence of AFM and within Budget provision.
G-1.3	Transportation of materials	Full powers with concurrence of AFM and within Budget provision.
G-1.4	Payment of Railway demurrage and claims etc.	Full powers to release payment subject to approval from Head Quarter with concurrence of AFM.
G-1.5	Expenditure on official meeting/ seminars	Upto Rs.50,000 in each case with annual ceiling of Rs.5 lakh and within budget with concurrence of AFM.
G-1.6	Expenditure on functions including Independence/ Republic day/ CIL Foundation Day	Up to Rs. 20,000 in each case with annual ceiling of Rs.1 lakh with concurrence of AFM.
G-1.7	Expenditure on legal matters	Full powers for payment of fees as per schedule of rates laid down by the Hqrs. as applicable to the retained Lawyers within budget and with concurrence of AFM.
G-1.8	Reimbursement of legal expenses incurred in cases arising out of the official duties of the employees	Full powers as per the extant policy.
G-1.9	Payment of statutory liabilities, rent, rates & taxes, license fees etc.	Full powers and with concurrence of AFM.
G-1.10	Sanction of general welfare and CSR expenditure	Full power within the budget allocated by HQ (excluding centralized budget)
G-1.11	Sanction for expenditure on skill development and local training programme	Up to RS. 10,000/- on each occasion subject to a maximum of Rs.5 lakh per annum and with concurrence of AFM and within Budget provision
A-1.0	ADMINISTRATION	
A-1.1	Survey off of capital items	As per guidelines issued from time to time from the Hqrs
A-1.2	Re-appropriation of Revenue Budget provision	The re-appropriation from the one head to another will be limited to 15% from the source group and 25% of the target group with the concurrence of Associate Finance/ AFM
A-1.3	Write off of stores and inventories	Up to Rs.1000/- in each case subject to Rs.50,000/- per annum with concurrence of AFM.
A-1.4	Contingent expenditure	Full powers upto Rs. 500,000/- per annum within revenue budget and with concurrence of AFM.
A-1.5	Acceptance of Security Deposits/ Bank Guarantee etc.	Full powers for work awarded by him and with concurrence of AFM. The custody of BG is to be done in accordance with the guidelines issued by HQ.
A-1.6	Temporary transfer of P&M within Area	Full Power



DOP of Purchase & Contacts of
GMs of Areas/ Washeries/ Transportation of BCCL

Annexure – C
(Amt. in Rs. Crores)

<i>Particulars</i>	<i>Power</i>
1. Open tender	
a. Lowest tender *	
i. Capital exp for goods	9.38
ii. Capital exp for services #	3.75
iii. Revenue exp for goods	4.69
iv. Revenue exp for services #	3.75
<i>b. Resultant single Tender</i>	25% of DOP **
2. ***	
a. Purchase of proprietary items from Original Equipment Manufacturer (OEM) on single tender basis ****	
i. Capital exp for goods	3.75
ii. Capital exp for services #	0.94
iii. Revenue exp for goods	0.94
iv. Revenue exp for services #	0.94
b. Through negotiation / Nomination basis	
i. Capital exp for goods	0.94
ii. Capital exp for services #	0.94
iii. Revenue exp for goods	0.94
iv. Revenue exp for services #	0.94
(subject to overall limit per Financial year)	
3. Limited tender	
i. Capital exp for goods	4.69
ii. Capital exp for services #	1.88
iii. Revenue exp for goods	2.35
iv. Revenue exp for services #	1.88
<i>Resultant single Tender</i>	25% of DOP **



* In case of Revenue expenditure bundled with Capital expenditure (being main supply), the Delegation of Power relevant to Capital expenditure would apply. Example:- Sourcing of spares under AMC/ CMC along with Capital equipment whether delivery is immediate or not.
<p>** In case of resultant single tender, no splitting of the contract would be allowed, the provisions of Rule 173(xx) of GFR should be complied with and the reasons to be recorded in writing. The provisions are:</p> <ol style="list-style-type: none"> The NIT was satisfactorily advertised and sufficient time was given for submission of bids. The qualification criteria were not unduly restrictive, and Prices are reasonable in comparison to market value.
*** A detailed MIS is to be placed to the Board at quarterly intervals of the actual amount approved and spent (separately) in terms of each items of the delegated DOP for the information of the Board. Board shall review and give necessary advice if required. This MIS will be prepared by Finance Department in consultation with the concerned technical department. The information is to be submitted to the Board within 30 days from the end of each quarter.
**** In case of purchase from OEM at the time of purchase, efforts should be made to obtain upfront a list of original parts manufacturer / proven source as recommended by OEM. In case of existing equipments, a similar list of original parts manufacturer/ proven source as recommended by OEM may be obtained.
Includes works in terms of GST laws. The definition of Goods and services will be based on Extant GST Law.



GUIDELINES FOR CIL ANTI-BRIBERY RULES

1. These anti bribery provision and guidelines are being issued to effectively monitor corrupt practices and for the purpose of prevention of corruption.
2. These guidelines prohibit the bribery of Govt. officials, political party representatives, not-for-profit organisations and employees of state owned enterprises at all levels.
3. The Indian companies, business entities, organisations and individuals are prohibited from (1) offering, promising, authorizing, or paying, (2) anything of value, (3) to any of the parties listed in Sl no. (2) above.
4. These guidelines also prohibit payment of bribes directly or indirectly to any third person.
5. No person shall make or authorise payments to any person listed above as in Sl. No. (2) with a corrupt intent for the purpose of securing any undue favour.
6. These guidelines prohibit payment of anything in value including payment of cash, gifts or kind (such as drinks, meal include the payment of money, the provision of gifts and entertainment (such as drinks, meals, event tickets), travel, jobs, or internships for family members or relatives as defined under Companies Act,2013.
7. The employees and officials of CIL covered under these guidelines include all levels of employees including members of the Board, various committees, consultants& experts retained by CIL, Advisors besides Govt. officials/ nominees directly / indirectly connected with CIL / JV / Associates / Subsidiaries.
8. The purpose of this guidelines includes the objective to obtain or retain business which includes payments :
 - i. To gain contract
 - ii. To secure a cost or revenue advantage
 - iii. To avoid tax burden
 - iv. To secure future or existing business opportunities
 - v. To obtain confidential information
 - vi. To obtain any type of business advantage
9. In terms of these guidelines, attempted bribery including conspiring to bribe are also strictly prohibited and this will mean that merely taking concrete steps to set a bribery scheme in motion will be treated as violation of these guidelines and will be treated as corrupt practices.
10. These guidelines also require a reasonable precision with which disbursements are made by the persons or entities covered by these guidelines and also require to maintain books, accounts and records with reasonable details, accurately and fairly reflect the transaction and disposition of assets of the company.

11. In terms of these guidelines bribery includes any gratification that a public servant receives other than his/her legal remuneration. Gratification constituting a bribe would include anything intended to motivate, influence, or reward a public servant for performing (or forbearing performance of) an official act.
12. These guidelines also prohibit showing "favour or disfavour" to any person, or for rendering/de-rendering any service or disservice to a public servant.
13. These guidelines also prohibit attempts to exercise personal influence on a public servant. This would mean that engaging a lobbyist or third party agent with the intent of enjoying any benefit or influence shall also be considered as bribery.
14. These guidelines also prohibit payments made even for persuading a public servant to undertake his/her official duties.
15. A mere offer for gratification to a public servant shall also be deemed as violation of these guidelines.
16. Any gifts that are offered or accepted in furtherance of any local, religious or social customs, such as diwali gifts, new year gifts etc, without any expected reciprocal action, are also prohibited under these guidelines.



GUIDELINES FOR CIL INTEGRITY PACT & EMPLOYEES CODE OF CONDUCT

1. Suppliers to give a clear cut undertaking that they will not use any unfair means or corrupt practices directly or indirectly and shall not offer any pecuniary benefits or favour of any kind to any employee of the Company or to his relatives or to the entities controlled by them during the period of the contract or thereafter.
2. The term pecuniary benefit shall include offer for present/future jobs, consulting assignments, training or travel or any gift/hospitality of any kind whatsoever.
3. All the officials of the company including employees at all levels are prohibited to accept any gifts or favour or hospitality of any kind whatsoever from any person dealing with the company in any manner.
4. The company officials including employees at all levels shall ensure to follow the Code of Conduct very strictly and will not meet any supplier / consultant except in office.
5. Any kind of personal relationships or accepting or offering any type of gifts is to be strictly avoided with any person dealing with the company directly/indirectly. In case if there is any conflict of interest the same should be brought on record forthwith.
6. A declaration of the independence/integrity of the aforesaid effect shall be filed by the suppliers before taking up the assignment and also the employees upto 4 levels of Management shall furnish adequate declaration to HRD in prescribed format.

