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**भारत संचार निगम लिमिटेड**  
( भारत सरकार का उपक्रम )  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**No- E-35875 BSNLCO-CA/30(12)/2/2021-CA-ERP-FICO**

**Dated-26.07.2023**

To,

The Members  
BSNL Employees Superannuation Pension Trust Fund  
Bharat Sanchar Nigam Limited

**Subject- Notice for amendments in BSNL Employees Superannuation Pension Trust Rules in terms of clause 12(i) of BSNL Employees Superannuation Pension Trust Rules (Existing) -Reg.**

This notice is hereby issued in terms of clause 12(i) of BSNL Employees Superannuation Pension Trust Rules, which reads as follows-

***“The Company reserves the right to vary the Contributions to be made under the Scheme at any time and/or amend the Rules of the Scheme, after giving three months’ notice in writing to the Trustees, the Fund Manager and to all the Members of the Scheme.”***

BSNL Board, in its 218<sup>th</sup> Meeting convened on 12.11.2022, approved the proposal to extend the due benefits w.e.f. 01.04.2022 to the employees who were above 45 Years of age on the date of joining in BSNL by dispensing with the condition of 15 years of service in keeping with Clause 12.2 of DPE OM W-02/0028/2017-DPE (WC) GL-XIII/17 dated 3<sup>rd</sup> August, 2017.

Accordingly following amendments are required to be made under Existing BSNL Employees Superannuation Pension Trust Rules -

	<b>Existing BSNL Superannuation Trust Rules</b>	<b>Draft Amendments</b>
Rule 1(x)	<b>(x)</b> ENTRY DATE shall mean (a) in relation to the Members the Effective Date and (b) in relation to new Members admitted to the Scheme after the Effective Date, the Annual Renewal Date which is coincident with or which next follows the date on which they become eligible.	ENTRY DATE shall mean, `a) <sup>1</sup> The effective date, i.e. 05/05/2016, in relation to the employee who were on the regular roll of Company and becoming the member on the effective date; b) <sup>2</sup> The respective date of joining the company, in relation to the employee becoming the member on joining the Company after the effective date, i.e. 05/05/2016;

<sup>1</sup> Effective from 05.05.2016.

<sup>2</sup> Effective from 05.05.2016.

		c) <sup>3</sup> 01/04/2022, in relation to the employee becoming the member by virtue of amendment in Section I Rule3 (i).. <sup>4</sup>
Rule 3(i)	<p>i) All Employees, more specifically covered at Para 1 (ix) above, who are on the regular rolls of the Company on or after effective date shall be eligible to participate in the Scheme provided the employee is not more than 45 years of age as on date of joining the company. However, the age limit of 45 years shall not be applicable in respect of the Employees in the following cases:</p> <p>a. An officer shall have put in a minimum of 15 years of service rendered in continuity in CPSE's/Company at the time of superannuation and benefits would be allowed by the CPSE from where the incumbent has superannuated.</p> <p>b. As regards Board level executives who are contractual appointees they too can enjoy the benefits under these schemes provided his/her total period of service rendered in continuity in CPSE(s)/Company including the period at Board level in a CPSE is not less than 15 years at the time of superannuation. Further, provided that such period of service rendered in any CPSE(s)/Company has not already been counted for any pension benefits.</p> <p>c. In case a regular member of the scheme dies / becomes permanently disabled and incapacitated leading to cessation of his/her service before putting in 15 years of service in a CPSE prior to superannuation he/she may be given the benefit as admissible under the scheme.</p> <p>d. The service rendered in Government prior to joining Company would not count for the purpose of computation of total service in Company required for availing the benefit under this scheme</p>	<p>i)<sup>5</sup>All Employees, more specifically covered at Section I Rule 1 (ix) above, who are on the regular rolls of the Company on or after the effective date shall be eligible to participate in the Scheme from their respective entry date.</p> <p><sup>6</sup>Provided that the employees, who were on regular rolls of the company on 01.04.2022, but had joined the company after attaining the 45 years of age, are eligible to the benefits of the scheme from 01.04.2022.</p> <p><sup>7</sup>Provided further that, in respect of the Employees who joined the company after attaining 45 years of age but before 01.04.2022 are eligible to the benefits under the scheme from their respective entry date in the following cases:</p> <p>a) An officer shall have put in a minimum of 15 years of service rendered in continuity in CPSE's/Company at the time of superannuation and benefits would be allowed by the CPSE from where the incumbent has superannuated.</p> <p>b) As regards Board level executives who are contractual appointees they too can enjoy the benefits under these schemes provided his/her total period of service rendered in continuity in CPSE(s)/Company including the period at Board level in a CPSE is not less than 15 years at the time of superannuation. Further, provided that such period of service rendered in any CPSE(s)/Company has not already been counted for any pension benefits.</p> <p>c) In case a regular member of the scheme dies / becomes permanently disabled and incapacitated leading to cessation of his/ her service before putting in 15 years of service in a CPSE prior to superannuation he/she may be given the benefit as admissible under the scheme.</p>

<sup>3</sup> Effective from 01.04.2022.

<sup>4</sup> Effective from 05.05.2016.

<sup>5</sup> Effective from 01.04.2022.

<sup>6</sup> Effective from 01.04.2022.

<sup>7</sup> Effective from 05.05.2016

RULE 9.1	<p><b>9.1 BENEFITS ON NORMAL SUPERANNUATION AGE</b></p> <p>i. Upon superannuation of a Member on the Normal Superannuation Date, the pension shall become payable to him if he has completed not less than 15 years Service and his balance, which shall be utilized to provide him appropriate pension, would be equal to the following:</p> <p>a) Total contributions to his account, comprising contributions by the Company and Employee including the additional contributions made by the Employee towards the Fund, if any, and interest earned thereon; and</p> <p>b) Any other amount transferred from previous employers or CPSE and interest thereon.</p> <p>ii. Upon superannuation of a Member on the Normal Superannuation Date and subject to the condition that the Member has put in a minimum 15 years of Service, pension shall be paid to the Member as per the frequency chosen (monthly, quarterly, half yearly or yearly) and as per the pension option selected by him from the various options as offered by the concerned Fund Manager. Pension benefits would depend upon the accumulated corpus available in his individual account (both Employer and Employee contributions along with accrued interest)</p> <p>iii. The condition that a Member has to complete minimum 15 years Service in order to be entitled to superannuation benefits as contemplated in the Scheme shall not be applicable in the circumstances enumerated in Paras 9.2 &amp; 9.3 below.</p>	<p><b>9.1 BENEFITS ON NORMAL SUPERANNUATION AGE</b></p> <p>i. <sup>8</sup>With effect from 01.04.2022, upon superannuation of a Member on the Normal Superannuation Date or leaving the service of BSNL under the circumstances covered as per Rule 9.2 below, his balance, which shall be utilized to provide him appropriate pension, would be equal to the following:</p> <p>a) Total contributions to his account, comprising contributions by the Company and Employee including the additional contributions made by the Employee towards the Fund, if any, and interest earned thereon; and</p> <p>b) Any other amount transferred from previous employers or CPSE and interest thereon.</p> <p>ii) <sup>9</sup>With effect from 01.04.2022, upon superannuation of a Member on the Normal Superannuation Date or leaving the service of BSNL under the circumstances covered as per Rule 9.2 below, pension shall be paid to the Member as per the frequency chosen (monthly, quarterly, half yearly or yearly) and as per the pension option selected by him from the various options as offered by the concerned Fund Manager. Pension benefits would depend upon the accumulated corpus available in his individual account (both Employer and Employee contributions along with accrued interest).</p>
RULE 9.2	<p><b>9.2 BENEFITS ON VOLUNTARY SUPERANNUATION OR PREMATURE SUPERANNUATION ON MEDICAL GROUNDS</b></p>	<p><b>9.2 BENEFITS ON VOLUNTARY SUPERANNUATION OR PREMATURE SUPERANNUATION ON MEDICAL GROUNDS</b></p>

<sup>8</sup> Effective from 01.04.2022 the phrase “the pensions become payable to him if he has completed not less than 15 years Service and” has been deleted.

<sup>9</sup> Effective from 01.04.2022 the phrase “and subject to the condition that the Member has put in a minimum 15 years of Service” has been deleted.

	<p>i. In the event of a Member opting for voluntary superannuation as per Company's rules, such Cases of VRS for which specific schemes has been framed would be examined in terms of such specific schemes of VRS of the Government Company applicable in respect of employees of Company. Benefits under these schemes would not accrue to VRS/VSS optees automatically.</p> <p>ii. In case, the Employee opts for premature superannuation on medical grounds, which shall be applicable only in cases involving Total Permanent Disablement /becoming incapacitated, pension shall be payable irrespective of whether the Member has completed 15 years Service or not(similar to PF). The amount payable shall be calculated in the manner as prescribed under Para 9.1 and an appropriate pension will become payable to him.</p>	<p>i. In the event of a Member opting for voluntary superannuation as per Company's rules, such Cases of VRS for which specific schemes has been framed would be examined in terms of such specific schemes of VRS of the Government Company applicable in respect of employees of Company. Benefits under these schemes would not accrue to VRS/VSS optees automatically.</p> <p>ii. In case, the Employee opts for premature superannuation on medical grounds, which shall be applicable only in cases involving Total Permanent Disablement /becoming incapacitated, pension shall be payable. The amount payable shall be calculated in the manner as prescribed under Rule 9.1 and an appropriate pension will become payable to him.<sup>10</sup></p>
RULE 9.3	<p><b>9.3 BENEFITS ON DEATH</b> In the event of death of a Member while in service of the Company, the Beneficiary(s) of the Member shall be entitled to an immediate pension, irrespective of whether the Member has completed 15 years of Service or not, the first installment of the pension being due in the month subsequent to the month of death of the Member</p>	<p><b>9.3 BENEFITS ON DEATH</b> In the event of death of a Member while in service of the Company, the Beneficiary(s) of the Member shall be entitled to an immediate pension, the first installment of the pension being due in the month subsequent to the month of death of the Member.<sup>11</sup></p>
RULE 9.4	<p><b>9.4 BENEFITS ON RESIGNATION PRIOR TO NORMAL SUPERANNUATION DATE</b> i. In the event of the employee leaving the services of the Company on his own free will or otherwise before becoming eligible for the benefit i.e. before completing 15 years continuous service in the Company, the Employer will discontinue making contributions in respect of such employee and the amount accumulated by way of Employee contribution including any</p>	<p><b>9.4 BENEFITS ON RESIGNATION PRIOR TO NORMAL SUPERANNUATION DATE</b> (i) <sup>12</sup>With effect from 01.04.2022, in the event of the employee leaving the services of the Company on his own free will or otherwise, the Employer will discontinue making contributions in respect of such employee and the amount accumulated by way of Employee contribution including any additional contribution, if any, by the Employee only shall be refunded after deduction of charges, if</p>

<sup>10</sup> Effective from 01.04.2022 the phrase "irrespective of whether the Member has completed 15 years service or not (similar to PF)" has been deleted.


<sup>11</sup> Effective from 01.04.2022 the phrase "irrespective of whether the Member has completed 15 years of Service or not" has been deleted.

<sup>12</sup> Effective from 01.04.2022 the phrase "before becoming eligible for the benefit i.e. before completing 15 years continuous service in the Company" has been deleted.

	<p>additional contribution, if any, by the Employee only shall be refunded after deduction of charges, if any, and subject to Income Tax Rules, 1962 as applicable.</p> <p>ii. In case an Employee resigns and joins another CPSE having an Approved Defined Superannuation Scheme, the accumulated amount (both Employer and Employee contribution) along with interest lying in his individual account may be transferred at the request of the employee to the said Approved Defined Contribution Superannuation Scheme of which he may become member in future, if the amount is not transferred on account of the CPSE not having any Approved Defined Contribution Superannuation Scheme, then both employees' and employers' contribution, if any, along with interest thereon shall be refunded to him/or annuity allowed at the option of the beneficiary provided he completes 15years of continuous service in different CPSEs.</p>	<p>any, and subject to Income Tax Rules, 1962 as applicable.</p> <p>ii. <sup>13</sup>With effect from 01.04.2022, in case an Employee resigns and joins another CPSE having an Approved Defined Superannuation Scheme, the accumulated amount (both Employer and Employee contribution) along with interest lying in his individual account may be transferred at the request of the employee to the said Approved Defined Contribution Superannuation Scheme of which he may become member in future, if the amount is not transferred on account of the CPSE not having any Approved Defined Contribution Superannuation Scheme, then both employees' and employers' contribution, if any, along with interest thereon shall be refunded to him/or annuity allowed at the option of the beneficiary.</p> <p>iii. The undistributed Employer's contribution shall be transferred to the Surplus Account and may be adjusted against the future contributions by Employer. However in this regard DPE guidelines from time to time shall prevail</p>
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As per the Rule 12(i) of Existing Trust Rules, the amendments as above to be effective from the respective effective date as above, shall be incorporated after three months from the date of issue of this notice.

This has been issued with the approval of competent authority.

  
**Rajeev Singh**  
**PGM (CA)**

**Copy to:**

1. Director(F),/ Director(HR), BSNL CO New Delhi.
2. All CGMs/IFAs, BSNL Circles.
3. PGM(Corp. Restg/WS & I),/PGM(Estt)/ GM(EF and R&P)/GM(Pers)/GM(Legal), BSNL CO New Delhi for information
4. GM (CIT) BSNL CO, New Delhi to make the above available in employees in BSNL ESS for wide publicity.

<sup>13</sup> Effective from 01.04.2022 the phrase "beneficiary provided he completes 15years of continuous service in different CPSEs" has been deleted.