



वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद
Council of Scientific & Industrial Research
अनुसंधान भवन, रफी मार्ग, नई दिल्ली-110001
Anusandhan Bhavan, Rafi Marg, New Delhi-110001

F.No. 34-1(1)/CSIR/Pen/2005

Date: 04-02-2021

To

The Directors/Heads of all National Labs./Instts./Units of CSIR.

Subject: Formalization of existing arrangement for disbursement of CSIR pension/family pension by SBI through MoU with SBI .

Sir/Madam,

Duly signed MoU between CSIR and State Bank of India on the above subject is enclosed herewith effective from 01-01-2021. It, inter-alia, synchronizes SBI commission rates with RBI notified rates of agency bank commission for disbursement of pension/family pension.

This is for your information, guidance and further necessary action.

Yours faithfully


(Ajit Singh)

Sr.Dy. Financial Adviser

Copy to: IT Division, CSIR Hqrs for uploading on CSIR website.



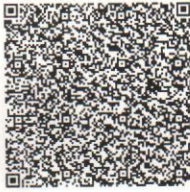
सत्यमेव जयते

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Unique Doc. Reference	: SUBIN-DL93930375635020641603T
Purchased by	: STATE BANK OF INDIA
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: STATE BANK OF INDIA
Second Party	: CSIR NEW DELHI
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Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

This stamp paper is part and parcel of the Memorandum of Understanding executed between CSIR, Anusandhan Bhawan, 2 Rafi Ahmed Kidwai Marg, New Delhi-110001 and State Bank of India, New Delhi Main Branch on January 2021 at New Delhi



Handwritten signature

बी. के. सिंह/B. K. SINGH
जीएच आर सेक्रेटरी (के. जे.)/Sr. Deputy Secretary (CO)
वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्
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Memorandum of Understanding

This memorandum of understanding is made on 27th January 2021 at Delhi and is

Between

COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH (CSIR), having its Headquarter at Anusandhan Bhawan, 2 Rafi Ahmed Kidwai Marg, New Delhi – 110001, an autonomous body registered under the Registration of Societies Act XXI of 1860, represented by its duly authorised signatory and counter signatory of CSIR to sign this MOU

And

State Bank of India, constituted under State Bank of India Act 1955, and having its Corporate Office at Madame Cama Road, Mumbai – 400021 and one of its Local Head Offices at 11, Parliament Street, New Delhi – 110001 (hereinafter referred to as the "SBI" which expression shall unless repugnant to the context shall mean and include its successors and assigns), through its duly authorised signatory i.e. **Assistant General Manager, New Delhi Main Branch, 11, Parliament street New Delhi-110001**

WHEREAS

SBI, represented by the Assistant General Manager(C&I), New Delhi Main Branch, as well as other branches of SBI in other parts of India are already disbursing pension to CSIR pensioners and family pensioners situated all over India. The pension disbursement to CSIR pensioners and family pensioners by SBI shall be as per existing arrangement except the revised mode of agency commission as indicated in clause (F) of the MOU. CSIR and SBI have mutually agreed to formalize the existing arrangement of disbursement of pension/ family pension to pensioners and family pensioners of CSIR Hqrs and its labs/ instts and payable agency commission for disbursement of pension subject to broad terms and conditions mentioned hereunder:

A) Definition and role of Base Branch (PENSION PAYING BRANCH), Link Branch (NODAL BRANCH) & CENTRALIZED PENSION PROCESSING CENTRE (CPPC):

• **Base Branches:**

Base branches are the branches of SBI situated anywhere in India, where the existing/prospective pensioners of CSIR Hqrs and its labs/ instts have opened/ open and maintain pension account singly or jointly with the spouse with the first name of the pensioner and where the pension amount is credited every month through core banking system by the Pension Paying branches i.e. the various Centralised Pension Processing Centres of SBI pan India.

• **Link Branch: (Nodal Branch)**



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डिप्टी सेक्रेटरी (के. ज.)/Sr. Deputy Secretary (CO)
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Link branch is the branch which acts as the intermediary between the pensioners, pension paying branch(CPPC) and base branch. As agreed between the parties, **SBI New Delhi Main Branch, 11, Parliament Street, New Delhi – 110001**, has been designated as the Link branch for CSIR Hqrs. New Delhi and SBI branches where CSIR labs/ instts are maintaining their bank account will act as link branches respectively during the tenure of the MOU. This arrangement may be altered on mutual agreement in writing.

- **Central Pension Processing Centre (CPPC):**

CPPC is the branch which undertakes the job of pension payments. It will calculate pension, maintain the PPOs calculate income tax and deduct tax at source etc. As agreed between the parties, **Central Pension Processing Centres, pan India (hereinafter referred to as CPPC)** will be the paying branches for the pension payments of CSIR pensioners.

- **Existing Pensioners and family pensioners:**

Existing pensioners are the retired employees of CSIR and family pensioners, who are already drawing Pension from the branches of State Bank of India.

- **Prospective Pensioners and family pensioners:**

Prospective Pensioners are the prospective retirees of CSIR (HQ), its labs and Institutes, as the case may be, their dependents and assigns who wish to opt for availing pension from Branches of SBI. They will open an account with any branch of SBI for availing pension. The responsibility of advising the details of the Nodal Branch to the new pensioner would rest with CSIR (HQ)/ its labs and Institutes, as the case may be.

A) Role of Base Branch:

1. Shall oversee and ensure that the pension is credited every month into the account of the pensioners of CSIR on the last working day of each month. The pension for the month of March, however shall be credited on 2nd April every year or the first working day for the public in the month of April.
2. Shall obtain 'Life and other mandatory certificates' and ' Letter of Undertaking' before commencement of first pension alongwith KYC documents and forward to CPPC, for uploading of pension in the pension software.
3. Shall obtain yearly certificates like life certificate, re-marriage certificate and un-employment certificate in the month of November every year and feed/authorize them in pension software well in time, so as to facilitate CPPC for the payment of pension.
4. Shall not raise any debit on Nodal Branch through Inter Branch Transfer System(IBTS), i.e. the base branch shall not undertake pension payment for CSIR pensioners directly (without involvement of the concerned CPPC), on account of pension payment of CSIR pensioners.



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5. Shall also entertain and forward all the complaints/requests of the pensioners to CPPC/Nodal Branch for their redressal.
- Shall obtain an undertaking from the pensioners that wherever any excess payment is made due to bonafide error of Bank, it would be recovered immediately on notice from the account of pensioners maintained with SBI and made good to the CSIR Hqrs and its labs/ Institutes as the case may be.

(B) Role of Nodal Branch:

1. Shall receive PPOs for prospective pensioners and family pensioners from CSIR Hqrs and its labs/ Institutes as the case may be and forward the same immediately after verifying the signature of the PPO issuing authority to CPPC for processing of pension.
2. The nodal branch would simultaneously be forwarding information of receipt of PPO from CSIR and its labs/ Institutes as the case may be and its dispatch to the concerned CPPC, to the base branch through a written communication, containing specific instructions for the base branch to contact the pensioner for obtention of all pension related documents.
3. Shall receive all directions, communications from CSIR Hqrs and its labs/ Institutes as the case may be and forward the same to the CPPCs pan India.
4. No revision of pension/family pension amount (original and/or residual), enhanced rate of Dearness Relief/Medical Allowance shall be made by SBI based on any Government/ Pay Commission instructions/orders or on request of pensioner unless specific instructions /orders are issued by CSIR Hqrs. / its labs/ Instts. as the case may be.
5. Restoration of Commuted Pension will be done as per instructions contained in the Pension Payment Order forwarded to State Bank of India by CSIR Hqrs./ its labs/ instts. as the case may be. Enhancement of pension on attaining the age of 80 years or above shall be applicable with respect to date of birth as indicated in the Pension Payment Order.
6. On receipt of instructions/ directions from CSIR Hqrs and its labs/ Instts. as the case may be with regard to revision of pension, change in the rate of Dearness Relief (DR)and Medical Allowance from time to time, the Nodal Branch (link branch) shall communicate the same to the respective CPPC of the pensioner for effecting the necessary changes in the pension payment software.
7. On the death of a pensioner, family pension shall be paid to the spouse of the pensioner as per CCS (Pension) Rules/ CSIR instructions as mentioned in the Pension Payment Order after proper identification of the family pensioner as per descriptive rolls and specimen signatures of the family pensioner already with State Bank of India under intimation to CSIR Hqrs. and its labs / Instts. as the case may be.
8. The concerned Nodal Branch shall submit the pension scrolls collated from all concerned CPPCs, pan India to CSIR Hqrs. and its labs / Instts. as the case may be before the last working day of the next month for the purpose of reconciliation of payments made to their pensioners.



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9. The concerned Nodal Branch shall prepare and maintain records relating to pension payments by their concerned CPPCs in such a manner as is usual in the course of normal banking business and or as may be agreed between CSIR and SBI.
10. The concerned Nodal Branch shall recover costs/charges/taxes etc. every month after pension payment as mentioned elsewhere in the MoU from from the respective bank accounts of CSIR Hqrs/ its labs/ Instts as the case may be.
11. The concerned Nodal Branch shall provide the advice for the service charges as and when recovered from the respective bank accounts of CSIR Hqrs and its labs/ Instts as the case may be.
12. The concerned Nodal Branch shall receive and resolve all the complaints of pensioners received from various pension paying branches.

(C). Role of Centralized Pension Processing Centre (CPPC):

1. Shall process the pension and credit the individual accounts of the pensioners and family pensioners through Core Banking System every month on the date fixed for the purpose by debiting the CSIR Pension Payment Account of CSIR Hqrs/ its labs/ Instts as the case may be, maintained for the purpose of disbursement of pension at the Nodal Branch.
2. Shall submit monthly pension payment scroll to the Nodal Branch for onward submission to CSIR Hqrs/ its labs/ Instts as the case may be for the purpose of reconciliation.
3. Shall keep all the PPOs in proper custody of the authorized officers.
4. Shall recover TDS at the applicable rate from the eligible pensioners, Issuance of Form 16A will be done by the Base Branch.
5. Once a life certificate is fed in the pension software, payment of pension will continue till December, unless an intimation of 'Death' along with the 'Death Certificate' of regular/family pensioner is received by CPPC from pension paying Branch/Nodal Branch/CSIR Hqrs or its labs/ Instts.
6. On discontinuation of pension/family pension, Original PPO and other documents shall be returned to CSIR Hqrs/ its labs/ Instts as the case may be with a record authentication by Bank indicating the date upto which payment has been released to the pensioner/family pensioner.

(D) Duties and obligations of CSIR

1. Shall ensure that the CSIR Hqrs/ its labs/ Instts Pension Payment Bank Account maintained at the concerned Nodal Branch has sufficient funds by the 25th of every calendar month for disbursement of pension for the ensuing month and such funding shall precede payment of pension. In case of insufficient funds, CSIR Hqrs/ its labs/ Instts as the case may be agree to the deferment of payment of pension by SBI, till such time sufficient fund is made available in the Pension Payment Account.



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2. Shall keep the SBI indemnified against all loss, damages, claims that may be caused/made against SBI on account of payment of pension or deferment of payment of pension in view of above stated circumstance.
3. Shall provide a copy of pension payment rules applicable to CSIR pensioners to the Nodal Branch.
4. Shall provide the specimen signatures of its officers authorized to sign the PPOs and issue necessary instructions to the Nodal Branch every time there is a change in the incumbency.
5. Shall forward the copies of the PPOs to the Nodal Branch along with the following documents/information duly authenticated:

- * PAN No with copy of Pan Card
- * AADHAR No. with copy of AADHAR Card
- * Mobile Number of the pensioner
- * eMail ID of the Pensioner

However, only original PPO (Bank's copy/ Disburser's portion) pasted with passport size photo and specimen signature duly attested by authorized officer of CSIR Hqrs / its labs/ Instts, as the case may be, shall be considered as authenticated PPO for payment. Other documents viz. PAN copy, AADAR card copy, Mobile Number, email ID etc. will be for record only.

6. Shall provide the correct details of pension paying branch and the correct account number of the prospective pensioners to the nodal branch.
7. Shall arrange to issue instructions/directions to the Nodal Branch with regard to change in the rate of Dearness Relief from time to time. The Dearness Relief rates notified by the Government of India for its pensioners are not automatically applicable to the pensioners of CSIR. The same would first be adopted by CSIR and thereafter would be communicated to the Nodal Branch for giving effect thereto.
8. In case of loss or non-availability of original PPOs of existing pensioners and family pensioners at SBI, shall arrange to provide the duplicate/ certified copies of the PPOs to the Nodal Branch, on request of SBI Nodal Branch.
9. On receipt of the certified copy of the pension payment scroll from the Nodal Branch, shall scrutinize for any discrepancies and advise the Nodal Branch accordingly within 30 days of receipt of the same failing which it shall be construed that the payments are in order and no claim shall be entertained by SBI in this regard.



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(E) SBI shall exercise its functions with adequate care, caution and due diligence and any loss or damages occasioned as a result of fraud or gross negligence or willful misconduct and misdemeanor on the part of SBI servants shall be made good to CSIR.

(F) **Remuneration:**

SBI shall receive agency commission charges in synchronization with the extant agency commission charges notified by RBI for Agency Banks for the services rendered to CSIR Hqrs/ its labs/ Institutes, as the case may be during the currency of the MOU. As on date notified rates are Rs. 75/- per transaction plus GST as applicable.

Both the parties agree to not raise any claims towards any 'outstanding' charges/ refunds with regard to non-deduction or deduction at higher rates whatsoever, in respect of any unit of CSIR. All such claims, whether raised or not shall stand abated.

(G) **Interpretation :**

In connection with the operation of this MoU , SBI and CSIR may from time to time agree on such provisions interpretative of or in addition to the provisions of this MoU , as may in their joint opinion be inconsistent with the general tenor of this MoU and may do so in writing. Any such understanding in writing signed by both the parties shall be annexed hereto provided that no such interpretation or additional provisions shall contravene any applicable law or regulations of the land.

(H) **Period of Validity**

This MoU shall be initially valid for FIVE years from 1st January 2021 and to be renewed subsequently by mutual consent of both the parties. This Memorandum will be effective from 1st January 2021. This MOU can be terminated by either party by giving 3 months notice to each other.

(I) **Dispute**

In case of any dispute between the parties the same shall be settled by mutual negotiation and for this purpose both parties agree to refer the matter to the committee set up for the purpose, comprising of the following members:

In case of CSIR Hqrs

- Sr/ Deputy Financial Advisor (Pension) or any other officer especially nominated by CSIR Hqrs
- The AGM(C&I), SBI New Delhi Main Branch
- The Chief Manager (Relationship Banking), SBI New Delhi Main Branch



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In case of CSIR labs/ Institutes

- Sr. / Controller of Finance/ Finance & Accounts Officer of the concerned CSIR labs/ Institutes, as the case may be
- The AGM / Branch Head of the concerned Nodal Branch pertaining to CSIR lab/ Institutes
- Any other officer duly authorized for the purpose by the concerned Branch Head

(J) Notice/Intimation:

Any Notice intimation given hereunder shall be in writing and may be served by registered post or courier or other electronic transmission to the parties at the address herein below:

- In case of CSIR, to the Authorized Officer, CSIR, New Delhi.
- In case of SBI, to the AGM(C&I), New Delhi Main Branch
- In case of CSIR labs/ Institutes, to the Authorized Officer of the labs/ Institutes.
- In case of SBI, to the Branch Head of the concerned Nodal Branch

(K) Arbitration Clause:

It is agreed that any dispute arising with regard to functioning/execution of this MoU shall be referred to the committee described in Para I above. In case, amicable settlement could not be reached, the same shall be referred to a sole Arbitrator, who shall be appointed by the parties jointly and with mutual consent. The seat of arbitration shall be at Delhi or at the place of concerned CSIR lab/ institutes and said arbitration will be governed by the provisions of Arbitration & Conciliation Act 1996 as amended from time to time. It is further agreed between the parties that the Sole Arbitrator shall be appointed by both the parties by mutual consent. The cost of arbitration shall be equally borne by both the parties.

(L) Jurisdiction:

The courts in Delhi/New Delhi alone, in case of CSIR Headquarter. The courts in the respective places where concerned CSIR labs/ Institutes Nodal branch is situated will have jurisdiction in respect of any matter pertaining to this MoU.

(M) Procedure etc.:

The Parties agree to work on Principal to Principal and there does not exist any relationship of agency or partnership amongst the parties. It is hereby agreed between the parties hereto that the modalities, procedure, systems or any other aspect relating

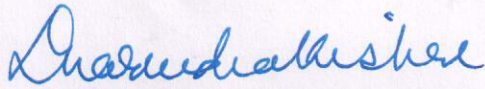
Dr. Anil Kumar
State Bank of India
आर्. प्रमाण
C. & I. Divn.
0691
New Delhi, Main Branch
दिल्ली, मुख्य शाखा

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to such matter shall be in accordance with the normal practice and may be formalized by exchange of letters.

On behalf of SBI

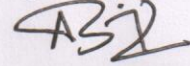
On behalf of CSIR



(Shri Dharmendra Kishore)
AGM (C&I), SBI New Delhi Main Branch


(... श्री के सिंह / B. K. SINGH)
Authorised Signatory, CSIR
Sr. Deputy Secretary (CO)
वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्
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(... Anusandhan Bhawan, 2 Rafi Marg., New Delhi-110001)

Authorised Counter Signatory, CSIR



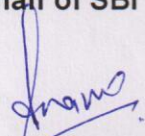


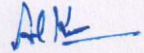
In witness whereof, the parties hereto have caused this MoU to be executed on the day and year above written in this MoU.

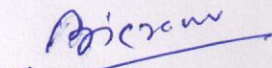
अजीत सिंह / Ajit Singh
द. उप वित्त सलाहकार / Dy. Financial Advisor
वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्
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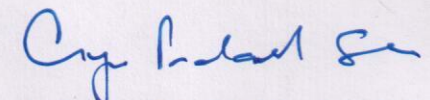
On behalf of SBI

On behalf of CSIR

Witness 1 
Swatanttra Sharma
Manager
SBI, New Delhi Main Branch

Witness 1 
ANIL KUMAR SHARMA
Section Officer (FPA)
CSIR Hqs. New Delhi

Witness 2 
Bikram Kumar Sharma
Chief Manager
SBI, New Delhi Main Branch

Witness 2 
GYAN PRAKASH SINGH
Assistant Section Officer (FPA)
CSIR Hqs. New Delhi