

# भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH कृशि भवन, डॉo राजेन्द्रप्रसाद मार्ग, नई दिल्ली .110001 Krishi Bhawan, Dr. Rajendra Prasad Road, New Delhi-110001

# Internal Finance Division, Pension Section

F.No.: FIN-1-1/1976-Pension

Dated 27th January 2022

То

Comptroller/Chief/Senior/Finance & Accounts Officer

Pension Authorising Units of ICAR (19 Units as per standard list)

# Subject: MoU between ICAR and SBI for bank commission on pension payment to pensioners of ICAR

Sir/Madam,

A copy of Memorandum of Understanding signed between ICAR and State Bank of India regarding Bank Commission Charges to be paid to SBI on account of disbursement of Pension to ICAR Pensioner/family pensioner is forwarded to all Heads of Finance of Pension Authorising Units of ICAR for information and further necessary action.

Encl.As stated above.

Yours faithfully, (G. P. Sharma)

Director(F)

S. No.	Name of Pension Authorizing Unit		
1.	National Rice Research Institute (NRRI), Cuttack, Odisha.		
2.	Indian Agricultural Research Institute (IARI), New Delhi.		
3.	National Bureau of Plant Genetic Resources (NBPGR), New Delhi		
4.	Indian Institute of Sugarcane Research (IISR), Lucknow, Uttar Pradesh.		
5.	Central Tobacco Research Institute (CTRI), Rajahmundry, Andhra Pradesh.		
6.	Central Plantation Crops Research Institute (CPCRI), Kasargoad, Kerala.		
7.	Central Potato Research Institute (CPRI), Shimla, Himachal Pradesh.		
8.	Indian Institute of Horticulture Research (IIHR), Bangalore, Karnataka.		
9.	Central Arid Zone Research Institute (CAZRI), Jodhpur, Rajasthan.		
10.	National Bureau of Soil Survey & Land Use Planning (NBSS&LUP), Nagpur, Maharastra		
11.	Indian Veterinary Research Institute (IVRI), Izzatnagar, Uttar Pradesh.		
12.	National Dairy Research Institute (NDRI), Karnal, Haryana.		
13.	Central Inland Fisheries Research Institute (CIFRI), Barrackpore		
14.	Central Institute of Fisheries Education (CIFE), Mumbai, Maharashtra.		
15.	Central Institute for Brackish water Aquaculture (CIBA), Chennai Tamil Nadu.		
16.	Central Marine Fisheries Research Institute (CMFRI), Kochi, Kerala.		
17.	National Academy of Agricultural Research Management (NAARM), Hyderabad, A.P.		
18.	Central Institute on Agricultural Engineering (CIAE), Bhopal, Madhya Pradesh.		
19.	ICAR Headquarters, New Delhi		

# LIST OF PENSION AUTHORISING UNITS OF ICAR



# **INDIA NON JUDICIAL**

# **Government of National Capital Territory of Delhi**

BANK

RANK

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OF INDIA STATE

OF INDIA STJ

#### e-Stamp

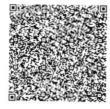
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- STATE BANK OF INDIA
- : INDIAN COUNCIL OF AGRICULTURAL RESEARCH
- STATE BANK OF INDIA
  - 100 (One Hundred only)



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This stamp paper is part and parcel of the Memorandum of Understanding executed between Indian Council of Agricultural Research, Krishi Bhawan, Dr. Rajendra Prasad Road, New Delhi 110001 and State Bank of India, New Delhi Main Branch, 11 Sansad Marg, New Delhi 110001 on 27<sup>th</sup> January, 2022 at New Delhi.

P. Sharma B Director (Finance) I.C.A.R., Krishi Bhawan Statutory Alert: New Delhi-110001

कृते भारतीय स्टेट बैंक / For State Bank of India सहायक महाप्रबन्धक (वा. एवं सं.)/AGM (C. & I.)

सहायक महाप्रबन्धक (वा. एव स.)/AGM (C. & I.) नई दिल्ली मुख्य शाखा/New Delhi Main Branch

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 In case of any discrepancy please inform the Competent Authority.

#### Memorandum of Understanding

This memorandum of understanding is made on  $27^{44}$  January 2022 at New Delhi

#### Between

Indian Council for Agricultural Research (ICAR), having its Headquarter at Krishi Bhawan, Dr. Rajendra Prasad Road, NewDelhi-110001, an autonomous body registered under the Registration of Societies Act XXI of 1860, having its various constituents units/ Pension Authorizing Units(PAUs) in India and its headquarters at New Delhi–110001, (herein after referred as "ICAR" which expressions shall unless repugnant to the subject and context shall mean and include its successors and assigns) represented by its duly authorized signatory Shri G.P. Sharma, Director (Finance)

#### And

State Bank of India, a body corporate constituted under State Bank of India Act,1955 having its corporate office at Madame Cama Road, Mumbai–400021 and one of its Local Head Offices at 11 Parliament Street, New Delhi – 110001 and a branch interalia at 11 Parliament Street as New Delhi Main Branch (here in after referred to as the "SBI" which expression shall unless repugnant to the context shall mean and include its successors and assigns), through its duly authorized signatory, Assistant General Manager (C&I), New Delhi Main Branch, 11 Parliament street, NewDelhi-110001

#### WHEREAS

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The arrangement for disbursement of pension to the retired employees of ICAR through CPPC/Nodal branches of SBI, is already in place. However, there is no formal MoU executed between the ICAR and SBI. The ICAR represented by Director (Finance) requested the Bank for continuing the arrangement for disbursement of pension to its retired employees and family pensioners including its institutes constituted all over India and desires that the SBI should continue and undertake further disbursements of pension to ICAR's retired employees and family pensioners all over India in accordance with the terms and conditions mentioned hereinafter.

# A) Definition and Role of Home Branch (PENSION PAYING BRACH), Nodal Branch

# (NODAL BRANCH) & Centralised Pension Processing Centre (CPPC):

#### i Home Branches:

Home branches are the branches of SBI situated anywhere in India, where the existing / prospective pensioners of ICAR opened / open and maintain pension account singly or jointly with the spouse with the first name of pensioner and where the pension amount is credited every month through core banking system by the Pension Paying office i.e. the various Centralized Pension Processing Centers of SBI pan India.

G. P. Sharma Director (Finance) I.C.A.R., Krishi Bhawan New Delhi-110001

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#### ii Nodal Branch:

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Nodal branch is the branch which acts as the intermediary between the pensioners, Centralised Pension Processing Centre and Home branch. As agreed between the parties, **SBI New Delhi Main Branch**, **11**, **Parliament Street**, **New Delhi – 110001**, has been designated **as** the Nodal branch during the tenure of the agreement. This arrangement may be altered on mutual agreement in writing on behalf of bank for nodal branch/link branches for its institutions list attached.

#### iii Centralised Pension Processing Centres:

Centralised Pension Processing Centre is the branch which undertakes the job of pension payments. It will calculate pension, maintain the PPOs calculates income tax and deducts tax at source etc. As agreed between the parties, Central Pension Processing Centers, Pan India (herein after referred to as CPPC centres) will be the paying branches for the pension payments of ICAR pensioners.

#### iv Existing Pensioners and Family Pensioners:

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

# V Prospective Pensioners and family pensioners:

Prospective Pensioners are the prospective retirees/employees of ICAR, who will open an account with any branch of SBI for availing pension. The responsibility of advising the details of Nodal Branch to the new pensioner would rest with the ICAR.

#### B) Role of Home Branches:

- 1. It shall oversee and ensure that the pension is credited every month into the account of the pensioners of ICAR on the last working day of each month. It will accept yearly certificates like life certificate, re-marriage certificate and un-employment certificate in the month of November every year and feed/authorize in the pension software well in time, so as to facilitate CPPCs for the payment of pension. 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. The Home Branches, having the PPOs in their custody, if any, shall forward the same immediately to the Nodal Branch for onward submission to the Centralised Pension Processing Centres.
- 3. It shall obtain 'Life and other mandatory certificates' and 'Letter of Undertaking in the prescribed format from the existing and prospective pensioners, before commencement of first pension along with KYC documents and forward to CPPCs for safe custody.
- 4. The Home branches shall also entertain and forward all the complaints / requests of the pensioners to the Nodal Branch/CPPCs for their redressal.

G. P. Sharma

Director (Finance) I.C.A.R., Krishi Bhawan New Delhi-110001 कृते भारतीय स्टेट बैंक/For State Bank of IndiaPage 2 of 8

सहायक महाप्रबन्धक (वा. ९५ स्ट्राना Main Branch नई दिल्ली मुख्य शाखा / New Dalhi Main Branch

- 5. All the branches of SBI are entitled to receive Life Certificate from the pensioners annually during November and will update the same in the Pension software to enable the payment of pension by Centralised Pension Processing Centre uninterruptedly. The Pensioners maintaining accounts with Banks, other than SBI, will be advised to submit Life Certificate through SBI branches only. In no case, the Life Certificate to be submitted through Jeewan Pramaan.
- 6. Open the accounts of Pensioners/ Prospective pensioners of ICAR in consonance of KYC guidelines and any other guidelines/ law in force.
- 7. Shall not raise any debit on Nodal Branch through Inter Bank Transaction Service (IBTS), on account of pension payment of ICAR pensioners.
- 8. 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 ICAR.
- 9. Shall ensure that any fresh case for pension is referred to, pension should start from next month itself and there should not be in ordinate delay in disbursement of pension.
- 10. Shall ensure that pension payment is not made to any such pensioner who is not an ICAR pensioner. Any payment made wrongly to non-ICAR pensioners; such transaction will be reverted immediately without any cost to ICAR.

#### C) Role of Nodal Branches:

- 1. Shall receive all pension payment orders for prospective pensioners and family pensioners from ICAR Hqrs and its institutes.
- 2. Shall receive all directions, communications from ICAR and forward the same to Centralised Pension Processing Centre and advised to the Home branches.
- 3. Shall receive and resolve all the complaints of pensioners received from various Home branches.
- 4. Shall in case of dispute, between ICAR Hqrs and its institutes and SBI shall refer the dispute to the Committee as described in Para I of MOU.
- 5. Shall submit a monthly as well as detailed transaction statement of accounts which shall include pension payment made, charges recovered, recovery made etc in the format as mutually agreed to every month to ICAR.
- 6. Shall prepare and maintain such records relating to its activities and obligations in the agreement in such a manner as usual in the course of normal banking business or as may be agreed between ICAR and SBI. This may preferably be provided in downloadable excel worksheet indicating in details of pensioners, PPO No. and payment details with paying branch bank.

G. P. Sharma Director (Finance) I.C.A.R., Krishi Bhawan New Delhi-110001

कृते भारतीय स्टेट बैंक / For State Bank/of India 06 सहायक महाप्रबन्धक (वा. एवं सं.)/AGM (C. & I.) नई दिल्ली मुख्य शाखा / New Delhi Main Branch

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- Shall recover costs/charges/taxes etc every month after pension payment as mentioned elsewhere in the agreement from the ICAR Hqrs / its institutes account maintain with Nodal /link Branches.
- Shall submit the pension scrolls collated from all CPPCs, pan India to ICAR Hqrs and its institutes before the last working day of the next month for the purpose of reconciliation of payments made to their pensioners.
- 9. No revision of pension/family pension amount (original and/or residual) shall be made by SBI based on any Government/ Pay Commission instructions/orders or on request of pensioner including the payment of enhanced rate of Dearness Relief/Medical Allowance/Restoration of Commuted Pension or enhancement of pension on attaining the age of 80 years or above as applicable to Central Government pensioners unless specific instruction/order is issued by ICAR or revised PPO (Original, not on the copy of pensioners) is given to SBI.
- 10. On receipt of instructions/directions from ICAR Hqrs with regard to change in the rate of Dearness Relief (DR) from time to time, reduction of pension on account of commutation and the date of restoration of the commuted pension of individual pensioners, the Nodal Branch i.e. Nodal /link Branches with account is maintained by ICAR Hq / Its Institutes.
- 11. shall communicate the same to the respective CPPC of the pensioner for affecting the necessary changes in the pension payment software/PPOs. The Dearness Relief rates notified by the Government of India for its pensioners are not automatically applicable to the pensioners of ICAR. The same would first be adopted by ICAR and thereafter be communicated to the Nodal Branch i.e. Nodal /link Branches with account is maintained by ICAR Hq / Its Institutes. for giving effect thereto.
- 12. Shall ensure for debiting the Pension Authorizing Units of ICAR (PAUs) account for pension payment expenditure on the last working day of the month.

# D) Role of Centralised Pension Processing Centres:

- 1. Shall prepare the pension payment and credit the individual accounts of the pensioners and family pensioners through Core Banking System every month by debiting the ICAR / Its institutes as the case may be Account maintained for the purpose at the Nodal branch concerned.
- 2. Shall submit the list of all payments scroll relating to pension payment at monthly intervals to ICAR / Its Institutes through the Nodal branch.
- 3. Shall recover TDS at the applicable rate from the eligible pensioners. Issuance of Form No. 16A will be done by the Home branch.
- 4. Shall keep all the PPOs in proper custody of the authorized officers.
- 5. The CPPCs will ensure that the signature of the pensioners will be captured in Pension software.

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- 6. 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 CPPCs from pension paying Branch/ Nodal Branch i.e. Branch linked with ICAR Hq. / Its Institutions.
- 7. On discontinuation of pension/family pension, Original PPO and other documents shall be returned to ICAR / Its Institutions with a record authentication by Bank indicating the date up to which payment has been released to the pensioner/family pensioner.

#### E) Duties and obligations of ICAR & Its Institutes:

- Shall ensure that the ICAR / Its Institute Account with the Nodal Branch i.e. Branch linked with ICAR Hq / Its Institutes have sufficient amount by the 28<sup>th</sup> of every calendar month, giving two clear days for pension processing and such funding shall precede payment of pension. In case of insufficient funds, ICAR / Branch linked with ICAR Hq / Its Institutes agrees to the deferment of payment of pension by SBI, till such time sufficient fund is made available in the Pension Payment Account.
- 2. Shall provide the specimen signatures of its officers authorised to sign the PPOs and issue circular instructions etc to the Nodal branch i.e. Branch linked with ICAR Hq / Its Institutes every time there is a change in the incumbency.
- 3. Shall forward the copies of the PPOs to the Nodal branch i.e. Branch linked with ICAR Hq / Its Institutes along with the following documents/ information duly authenticated:
  - \* Letter of undertaking
  - \* PAN No with copy of Pan Card
  - \* AADHAR No. with copy of AADHAR Card
  - \* Mobile Number of the pensioner
  - \* E-Mail ID of the Pensioner

However, only original PPO (Bank's copy) pasted with passport size photo and specimen signature duly attested by authorized officer of ICAR shall be considered as authenticated PPO for payment. Other documents viz. letter of Undertaking, PAN copy, AADHAR card copy, Mobile Number, e-mail ID etc. will be for record only.

- 4. Pensioners will be advised by the ICAR Hqrs and its institutes (Authorized person of the Institution) to open an account with any branch of SBI and advise the account details to the Nodal branchi.e. Branch linked with the concerned Institute of ICAR Hq / Its Institutes.
- 5. It is obligatory on the part of ICAR / Its Institutes to provide the correct details of Home branch and the correct account number of the prospective pensioners to the Nodal branch i.e. Branch linked with ICAR Hq / Its Institutes.

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- 6. On receipt of the list of certified copy of the pension payment scroll during a month from the Nodal branch, ICAR Hqrs and its institutes 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.
- 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 i.e. Branch linked with ICAR Hq / Its Institutes, on request of SBI Nodal Branch.
- 8. From time-to-time ICAR will arrange for the issuance of instructions/directions to the Nodal branch i.e. Branch linked with ICAR Hq / Its Institutes with regard to change in DA, Commutation, reduction, increases in the pension payments.
- ICAR / Its Institutes (Authorised person) shall keep the SBI indemnified against all loss, damages claim that may be caused/ made against SBI on account of payment of pension or deferment of payment of pension by the existing/ prospective pensioners.
- 10. ICAR undertakes to authorize SBI to recover the amount of remuneration described in Para F from its Account maintained with the Nodal / Link branch of the Institutes/ Office concerned.
- 11. Shall arrange to issue instructions/directions to the Nodal Branch with regard to change in the rate of Dearness Relief from time to time, reduction of pension on account of commutation and the date of restoration of the commuted pension of individual pensioners. The Dearness Relief rates notified by the Government of India for its pensioners are not automatically applicable to the pensioners of ICAR / Hqrs and its institutes. The same would first be adopted by ICAR and thereafter would be communicated to the Nodal Branch for giving effect there to.
- 12. SBI shall exercise its functions with adequate care, caution and due diligence and any loss or damages occasioned or gross negligence or will full misconduct and misdemeanor on the part of SBI employees shall be made good to ICAR.

## F) Remuneration:

SBI shall recover Rs75/- (Rs. Seventy-Five only) per transaction plus GST as applicable for the services rendered to the ICAR during the currency of the agreement at par with the charges being paid by Reserve Bank of India (RBI) for monthly pension payment of State/ Central Government pension if the charges are revised by the RBI for the pension payment of State/Central Government pension payments in future then the revised applicable rate will be charged.

#### G) Interpretation:

In connection with the operation of this agreement the State Bank of India and the ICAR may from time to time agree on such provisions interpretative of or in addition to the provisions of this

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agreement as may in their joint opinion be inconsistent with the general tenure of this agreement and may do so in writing. Any such understanding in writing signed by both 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 agreement shall be initially valid for THREE years from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties. This agreement can be terminated by either party by giving 60 days' notice to each other after settlement of all charges / liabilities / dues etc. In case nothing is received in writing from either of the party regarding termination or otherwise of this agreement, 30 days before expiry of this agreement, it shall be construed as continuation of this agreement on existing terms and conditions.

#### 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 which comprises of the members of the ICAR and SBI as below.

The members of ICAR & the Members of SBI

<ol> <li>Head of the Finance of Internal</li></ol>	1) AGM(C&I), SBI New Delhi Main
Finance Division at ICAR Headquarter	Branch/Chief Manager (Relationship Banking),
and one officer nominated by him.	SBI New Delhi Main Branch
<ol> <li>Head of the Finance of Internal Finance Division at ICAR Units Other than Headquarters and one officer nominated by him.</li> </ol>	2) The AGM/Branch Head of the concerned CPPC.

#### 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:

1. In case of ICAR, to the Authorized Officer, ICAR(HQ), New Delhi.

2. In case of SBI, to the AGM(C&I), New Delhi Main Branch.

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#### K) Arbitration clause:

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As it is stipulated at clause (i) that in case of any dispute, the same shall be settled by mutual negotiation and for that purpose, a committee is set up with 2 members from ICAR and 2 members from the Bank.

### L) Relationship between the Parties:

The parties agree to work on Principal to Principal and there does not exists any relationship of agency or partnership amongst the parties. It is hereby agreed between the parties here to that the modalities procedure systems orany other aspect relating to such matter shall be in accordance with the normal practice and may be formalized by exchange of letters.

**M)** This MOU signed between the ICAR and the SBI will be applicable to all pension authorizing Units of ICAR across the Country and all the SBI branches surviving as Nodal / Link Branches of SBI making payments to pensioners of ICAR.

On behalf of SBI	On behalf of ICAR
कृते भारतीय स्टेट बैंक/For State Bank of India (Bhagat Singh) सहायक महाप्रवन्धक (वा. एवं सं.)/AGM (C. & I. Assistant General Manager SBI New Delhi Main Branch	- Xm

In witness where of the parties here to have caused this agreement to be executed on the day and year above written in this agreement.

	On behalf of SBI	On behalf of ICAR
Witness1		
Signature	Posicium.	- Ziven
Name	BIKRAM KUMAR SHARMA	RAJESH SAHAY
Address	Chief Manager (C&I) SBI New Delhi Main Branch	DIR-FIN-D, ICAR, KRISHI BHAVAN NEW DELHI : 110 001
Witness2		
Signature	James	SN
Name	SWATANTRA SHARMA	S.K. Sharma
Address	Manager SBI New Delhi Main Branch	SFAO (Pendin), ICAR Krishi Bhavan, N.D.