

NPCI/2015-16/NACH/Circular No. 146

January 27, 2016

To

All NACH Member Banks

NACH Procedural Guidelines - updated

The steering committee of NACH has approved the changes pertaining to the following matters

1. Corporate portability
2. NACH Transaction processing flow on T+1 basis

The sections that are modified are provided in the annexure I. The updated procedural guidelines document is attached for the record of member banks.

Member banks are advised to take a note of the changes and align the internal process accordingly.

Thanks & Regards



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(VP & Head Operations - CTS & NACH)

Annexure I

Sections that are modified in procedural guidelines

Section	Existing	Proposed changes in PG
26.5. Storage of Physical Instruments in MMS	The Sponsor banks need to put in place arrangements to physically archive the cleared mandates for ready retrieval, whenever required at a later date. The physical instruments must be stored for the required statutory period.	<p>1) The new sponsor bank desirous of presenting the transactions for which the mandates are already presented by the erstwhile sponsor bank should use the same user code allotted to the corporate/user institution to which the transactions originally belong. The new sponsor bank should complete the necessary documentation with the concerned corporate/user institution and submit the documents to NPCI for linking the user code of the corporate/user institution to the new sponsor bank. Only post this activity the new sponsor bank will be permitted to route the transactions through NACH system.</p> <p>2) The sponsor banks should have clear arrangements with their corporate/user institution with regard to storage of physical mandates.</p> <p>3) In the event of transactions being processed by the new sponsor bank other than the erstwhile sponsor bank who has presented the mandates, all the stakeholders should have clear arrangements with regards to storage, retrieval and submission of physical mandates in case of any such requirement.</p> <p>4) In case of any dispute raised by customer/corporate/user institution/destination bank such disputes should be raised with the sponsor bank that has processed the transaction even if the mandate for that transaction was presented by the erstwhile sponsor bank. It is the responsibility of the sponsor bank that has processed the disputed transaction to present all the relevant documents (Including the physical mandate if required) for resolution of such disputes. All the constituents should build back to back arrangements to ensure accessibility to physical mandates.</p>
Annexure 3 - Roles and responsibilities of User institution : User Institution portability (Corporate portability)	Not available	<p>1) In the event the corporate/ user institution ties up with a new sponsor bank for processing the transactions pertaining to mandates already lodged through the erstwhile sponsor bank, then it is the responsibility of the corporate/ user institution to submit the required documents as may be specified by NPCI through the new sponsor bank.</p> <p>2) Based on the requisite documents submitted by the corporate/user institution, NPCI will create/ map the corporate/user institution under the new sponsor bank.</p> <p>3) The erstwhile sponsor bank shall preserve and keep with itself the physical mandates. The physical</p>

		<p>mandates should be retained for the period as prescribed under the RBI guidelines. The erstwhile sponsor bank should also ensure that the image copy and mandate transaction date is retained as per RBI guidelines.</p> <p>4) In the alternate the physical mandates may be returned by the erstwhile sponsor bank to the corporate / user institution after making and keeping in its possession a true copy of all relevant parts of the physical mandate, such copy being made by a mechanical or other process which in itself ensures the accuracy of the copy. The erstwhile sponsor bank shall be entitled to recover from the corporate/user institution the cost of making such copies of the physical mandate. In such an eventuality the corporate/user institution shall be under a bounden duty to provide a copy of the physical mandate in any dispute resolution forum, legal proceedings or in any court of law, if required. The erstwhile sponsor bank should have clear arrangement with the corporate/user institution for retention, retrieval and submission of physical mandates as may be required from time to time.</p>
Annexure 11 - Mandate Management System (MMS) process flow	<p>Step 3: Point 6 It will be responsibility on the sponsor bank to retain a physical copy of the mandate for the period as per RBI guidelines. Sponsor bank should also ensure that the image copy and mandate transaction date to be retained as per RBI guidelines.</p>	<p>1) The physical mandate can be preserved and kept with the corporate/ user Institution as may be agreed to between the sponsor bank and the corporate/ user institution. In any event, the sponsor bank which has processed the transaction shall retain in its possession a true copy of all relevant parts of the physical mandate; such copy being made by a mechanical or other process which in itself ensures the accuracy of the copy.</p> <p>2) The sponsor bank should have clear arrangement with the corporates/user institutions for retaining/ retrieval and submission of physical mandates as may be required from time to time.</p> <p>3) The physical mandates should be retained for the period as prescribed under the RBI guidelines. The sponsor bank should also ensure that the image copy and mandate transaction date is retained as per RBI guidelines.</p>
Section 15, Point iv	<p>As indicated in the process flow (Annexure 7), debit / credit instruction file to be made available for the Destination Bank only after debiting settlement account of the Destination Bank / Sponsor Bank respectively & crediting the account of the Sponsor Bank / Destination Bank respectively. The Sponsor Bank should credit the beneficiary account on</p>	<p>As indicated in the process flow (Annexure 7), settlement will be handled in two different ways. One for the transactions processed on T+0 basis (same day credit) and another will be for the transactions to be processed on T+1 basis (next day credit).</p> <p>T+0 Credit/Debit: Debit / Credit instruction file to be made available for the Destination Bank only after debiting / crediting settlement account of the Destination Bank / Sponsor Bank, as applicable. The Sponsor Bank should credit the beneficiary account on same day for NACH (Debit) & the Destination Bank should credit the beneficiary account for NACH</p>

	<p>same day for NACH (Debit) & the Destination Bank should also credit the beneficiary account for NACH (Credit) on receipt of funds into their settlement account.</p>	<p>(Credit) on receipt of funds into their settlement account.</p> <p>T+1 Credit/Debit: This is applicable to all the products that are being run on warehousing basis for value dated credits like ECS credit, ECS debit migrated to NACH and ACH 306 credit/debit sessions specifically opened for migration of ECS debit/credit transactions. The inward file will be made available to the member banks on the previous day evening. NPCI will be debiting / crediting settlement account of the Destination Bank / Sponsor Bank, as applicable, only on the next working day on which settlement bank should post the settlement files. The member banks should ensure that they process the transactions received in inward files only after verifying that the necessary settlement entries (i.e. debit or credit, as applicable) are sighted in the settlement account, maintained with settlement bank.</p> <p>The definition of settlement determination and the default procedure are detailed in Annexure 5.</p>
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