

Standard Operating Procedure: E-Payment

Introduction:

As per CVC directives, each Govt. office has to adopt e-payment mechanism for disbursing salary to employees and also for making the third party payments to ensure transparency and avoid delays in Govt. transactions. Ministry of Defence (Finance) vide amplification note No. XV issued under ID No. 32(I)/2004-Estt-1 dated 09.06.06 has issued amendment to article o/5 of schedule-IV (para 5.18) referred to in para 49 of Defence Procurement Manual-2005 making it mandatory for the supplier/vendors to indicate their bank account No. and other relevant e-payment details so that payment could be made through ECS/NEFT/RTGS mechanism instead of payment through cheques.

All Public Sector Banks i.e. SBI and it's Associate Banks, PNB, etc. and leading private banks (ICICI, HDFC, IDBI, Axis Bank, etc. who have been authorized by RBI to undertake the Govt. businesses) are offering following electronic mode services for transfer of funds:

- (i) National Electronic Fund Transfer (NEFT).
- (ii) Real Time Gross Settlement Scheme (RTGS)
- (iii) Electronic Clearance Scheme (ECS)
- (iv) Core Banking Solutions (CBS)

NEFT

In this system, vendor's account can be directly credited across the country whose accounts are with any CBS Branch having unique IFSC Code. There is no upper or lower limit of transaction value through this mode .The amount is credited to beneficiary's A/c through batch processing system.

RTGS

It is generally used for electronic transfer of high value transactions across the country on real time and gross settlement basis. Main advantage of this system is that funds are transferred to beneficiary's A/c through online system i.e. unlike NEFT system where many transactions are clubbed together and processed in batches, in this system payments are credited immediately to beneficiary's A/c. However, at present minimum amount that could be transferred through RTGS is Rs one lac.

ECS

It is a mode of electronic funds transfer from one bank account to another bank account using the services of a Clearing House. This is normally for bulk transfers from one account to many accounts or vice-versa. This can be used both for making payments like distribution of dividend, interest, salary, pension, etc. by institutions or for collection of amounts for purposes such as payments to utility companies like telephone, electricity, or charges such as house tax, water tax, etc or for loan installments of financial institutions/banks or regular investments of persons.

CBS

Core Banking Solutions is new jargon frequently used in banking circles. The advancement in technology, especially internet and information technology has led to new ways of doing business in banking. These technologies have cut down time, working simultaneously on different issues and increasing efficiency. The platform where communication technology and information technology are merged to suit core needs of banking is known as Core Banking Solutions. Here computer software is developed to perform core operations of banking like recording of transactions, passbook maintenance, interest calculations on loans and deposits, customer records, balance of payments and withdrawal are done. This software is installed at different branches of bank and then interconnected by means of communication lines like telephones, satellite, internet etc. It allows the user (customers) to operate accounts from any branch if it has installed core banking solutions. This new platform has changed the way banks are working.

As evident from above that for salary payments , ECS would be preferable. For third parties payments and payments of personal claims of employees, NEFT would be preferable.

The following procedure is required to be undertaken for implementation of e-payment through ECS/ NEFT/ RTGS/CBS:

1. Creation of database

To enable e-payment through NEFT/ RTGS/ ECS/CBS, Beneficiary's details in following format need to be maintained:

Table-1

Name of Beneficiary	Account type of Beneficiary	Name of the Bank, address, Contact No.	Bank Account No. of Beneficiary	Beneficiary Bankers IFSC Code	Beneficiary Bankers MICR Code	Beneficiary Address, Contact No. & e-mail address if any

Beneficiaries details as per above table along with their mandates (Specimen enclosed as 'Annexure A') to receive the payment through NEFT/ RTGS/ ECS/CBS & a blank cancelled cheque or photocopy of cheque must be obtained and an accurate & complete database containing these details under different categories of Beneficiaries like employees, vendors/suppliers etc. is to be created for enabling the designate bank to make payments through NEFT/ RTGS/ ECS/CBS. Secondly, a clause for indicating Beneficiary's details as per table1 and attaching for a blank cancelled cheque or photocopy of cheque or front page of pass book may be incorporated in the Contracts Agreements/Supply Orders/Tender Enquiry and other relevant standard formats which accompany as a part of the bill or submitted as a bill. Running Contract Agreements/Supply Orders/Tender Enquiry, if no such clause has been incorporated, the concerned authority may consider initiating a suitable amendment so that the payments to third parties may be ensured by e-mode only. This would facilitate in creating and updating of Vendors/Suppliers database swiftly.

2. Opening of Intermediary Bank account

The designated Bank shall open an account in the name of DDO . This account will be used for crediting the proceeds of cheques issued by DDO. The proceeds of cheques issued by DDO in favour of designated bank would eventually be squared off by crediting the funds to the Beneficiaries accounts.

However, situations may arise, where due to reasons beyond control of banker or DDO, payments cannot be made to a few Beneficiaries. In such cases, the designated bank would make payment by pay order or demand draft.

3. Signing of MOU

The drawing and disbursing officer i.e. the Cash Assignment/Imprest Account/Public Fund Account holder will have to enter into an MOU or agreement with the designated Bank and draw normally one cheque daily in favour of the Designated Bank. The designate Bank shall encash it from the treasury i.e. RBI or SBI as the case may be at the earliest so as to ensure credit to the Beneficiaries accounts . The specimen of MOU to be signed between DDO (Project/Task Force) and designated banker enclosed as **‘Annexure-B’**.

The MOU shall contain appropriate stipulations relating to service level commitments for effecting payments to beneficiaries within agreed time period. In case of delays beyond agreed time period, modality of compensation and penalties to be payable will be agreed to clearly by the designated bank. .

4. Transmission of Cheque and Data

The DDO will handover a consolidated cheque alongwith the beneficiary details and the debit advice (Specimen enclosed as **‘Annexure-C’**) for crediting/transferring the amount in the account of respective beneficiaries.

5. Modification in Upkeep of records

The present system of maintaining cash book and schedule –III will continue . However, for the payment through e-mode in the Cash Book, cheque number and date will be shown as NEFT/RTGS/ECS/CBS as case may be, alongwith the date. The consolidated Cheque No. and date will be shown against the total payments made during day.

The Schedule-III may be prepared for cheque issued in favour of designated bank. However, details such as name of party, CBI No. , amount etc. and remittance details be prepared separately and kept alongwith the Schedule-III.

6. Monitoring of Reports and reconciliation

The DDO will monitor the credit report daily received from designated bank. Special attention will be paid for any rejected transaction which normally occur due to incorrect account number, IFSC code, MICR Code, Name of the beneficiary or other reasons. In such cases, the DDO will furnish fresh debit advice to designated bank after correcting the bank/other details of the beneficiaries. In case, the transaction is again rejected, the DDO will request the designated bank to issue demand draft in favour of the beneficiary. The designated bank issues the demand draft free of cost.

After the end of each month, the designated bank will normally forward following reports to the DDO for reconciliation:

1. Date-wise Monthly Statement of amount credited and debited to DDO's account
2. All successful transactions against each cheque.
3. Consolidated rejection report.
4. Outstanding balances in the Account vis-à-vis rejected transactions.

The designated bank sends a daily report for all successful transactions with unique NEFT/RTGS/ECS/CBS transaction reference numbers. The DDO will link all successful transactions to NEFT/RTGS/ECS/CBS reference no. in the register /system (if database is maintained on computer) for reconciliation purposes. This process will equally applicable for rejected transactions also. The transaction will remain un-reconciled till it gets successful unique transaction ID. The DDO will check reconciliation report on weekly basis

The e-payment through NEFT/ RTGS/ ECS/CBS will lead to faster and efficient payment to the ultimate beneficiaries which will also result in cost reduction for both the parties i.e. the payer and the payees, thus ultimately leading to optimization of transaction costs in the system as a whole. The payees would also stand to gain from e-payments wherein funds would get transferred directly into their account in much shorter time as compared to existing system wherein cheque clearing process takes time ranging from 2-3 days for local clearing to a week. In case of outstation payment, the e-payment system is safe, sound, secure and efficient since the funds are transferred direct to payees account by electronic transfer.

Mandate Form

Annexure -A

Name of Beneficiary	Account type of Beneficiary	Name of the Bank, address, Contact No.	Bank Account No. of Beneficiary	Beneficiary Banker's IFSC Code	Beneficiary Bankers MICR Code	Beneficiary Address, Contact No. & e-mail address if any

Name & Signature of Beneficiary

Bankers Stamp & Signature

Memorandum of Understanding

This agreement on this ___day of Month, year, between Office of the DDO
address _____ on one part

AND

Designated Bank, a company incorporated under the Companies act and carrying
on the business of commercial banking under the Banking Regulation Act 1949, having
its Registered Office at Designated Bank and a Branch Office at

_____ (here-in-after referred to as the Designated Bank.) which expression shall
unless it be repugnant to the context or meaning thereof, mean and include its successors
and assigns) of the other part

Whereas

1. Designated Bank has been authorized by the Reserve Bank of India vide
letter _____ dated _____ to conduct Government
business as agent of Reserve Bank of India.

2. Designated Bank, had approached _DDO
..... with a proposal to make payments to all the Contractors/ Suppliers/Salaried
Central Govt. employees paid by DDO/Individual beneficiaries paid by DDO/ to Public
Fund Account (referred to as 'Beneficiaries' hereinafter) of DDO for free of cost through
the following modes:-

- a. Direct Credit (CBS)
- b. Real Time Gross Settlement (RTGS)
- c. National Electronic Fund Transfer (NEFT)
- d. Electronic Clearing System (ECS)
- e. Any other suitable mode covered under e-payment as per RBI's norms

And DDO, having accepted the offer of Designated Bank, for rendering the above services with conditions stipulated hereunder.

3. The parties hereto are now desirous of recording the various points on which the agreement has reached by and between them through this agreement.

Payment to Contractors/ Suppliers/ Salaried Central Govt employees paid by DDO/Individual beneficiaries paid by DDO/ to Public Fund Account of DDO through Designated Bank

Designated Bank shall provide payment services to the list of beneficiaries provided by the office of DDO, using the following modules.

- Direct Credit for vendors/suppliers having their accounts with Designated Bank
- National Electronic Fund Transfer (NEFT)
- Real Time Gross Settlement (RTGS)
- Any other suitable mode covered under E-Payment as per RBI's norms

The date of the Credit/Payout under different modes of e-payment will be as under:-

- Direct Credit : T+1 working day
- NEFT : T+1 working day
- RTGS : T+1 working day

'T' being the day on which the clear funds are there in the designated DDO account maintained with Designated Bank The payout day is reckoned, excluding intervening Sundays and other bank holidays. The payout will be effected on 'clear funds' basis only.

4. The office of DDO will draw a consolidated cheque on Reserve Bank of India / State bank of India in **favour of Designated Bank** ” and payable at and hand over this to the representative of bank, by 5:00 p.m. in the evening. The cheque will be lodged in High Value Clearing on the next working day provided it is for an amount of Rs 1 lac and above and drawn on bank branch participating in High Value Zone prescribed by RBI. All cheques other than high value will be lodged in MICR clearing.

- a. Clear funds will be available to the bank as per the below schedule
- b. Day 0 is date of lodgement of cheque
- c. Day 0 is availability of clear funds in case of a high value cheque
- d. Day 2 is availability of clear funds in case of a MICR cheque

In the event of the cheque amount being more than Rs.10 lakhs, the cheque and beneficiaries list would be signed by two authorized representatives (Account officers) of the office of DDO office, while the same would be signed by only one authorized representative (Accounts officer of DDO Office,) if the cheque amount is within and upto Rs. 10 lakhs.

5. The Bank will send the cheque for clearing on next working day after receipt of the same and, on realization of the amount, initiate the process of crediting beneficiaries accounts as per the following modules:

a) Direct Credit: Payment through this mode will be effected in the accounts of such beneficiaries as would be having a bank account with a Designated Bank branch located anywhere in India.

This crediting will be done on T+1 basis (next working day). (Day T being defined as the day on which clear funds will be made available to the Bank). Office of DDO, gives the lists of beneficiaries along with the payment instruction to Designated Bank containing all the required details as per Direct Credit format. The mandatory details need to be given in the excel format as per the format duly signed by the authorized signatories. The same would be treated as voucher. Further, a soft copy of the same file need to be sent to bank at designated email ids. There will be separate file for Direct Credit, RTGS & NEFT and no two files to be clubbed together.

The request letter / Debit authority has to be given to bank well before cut-off time of 3.00 PM on weekdays & 12.00 PM on Saturday for same day processing along with annexure (in specified format), duly signed by the **AUS**() of the account. The soft file of the same needs to be sent to Bank in advance to avoid any delay & timely processing.

b) Real Time Gross Settlement (RTGS): Under RTGS, payments will be effected in the accounts of such beneficiaries, as would be having their accounts with any bank in India subject to the condition that the beneficiary branch is RTGS enabled. The payment through this mode will be effected on T+1 basis (next working day). (Day T being defined as the day on which clear funds will be made available to the Bank)

Remittance of funds through RBI's Real Time Gross Settlement (RTGS) for contractors/Suppliers/vendors having accounts at any bank (other than Designated Bank) that is RTGS enabled.

The process flow for the same will be as follows:-

Step1: Office of DDO gives the lists of beneficiaries along with the payment instruction to Designated Bank containing the following information.

- i. Beneficiary name and Address.
- ii. Bank and Branch name to which funds should be remitted.
- iii. Beneficiary A/c Number
- iv. A/c Type of Beneficiary A/c No
- v. Amount of remittance.
- vi. IFSC code of the Bank branch to which funds would be remitted.
- vii. Remitter's name
- viii. Remitter's A/c Number
- ix. Purpose of remittance

In this connection an application form for RTGS transaction needs to be filled up and application form would be treated as voucher. The above mandatory details need to given in the excel format, duly signed by the authorized signatories and a soft copy of the same file need to be sent to bank at designated email ids.

Step 2: Office of DDO provides requisite funds as above to Designated Bank

Step3: On receipt of the payment instructions, Designated Bank will debit designated DDO account and transfer the funds through RTGS. In the transfer process, a reference no (UTR No.) will be generated.

The other terms for the payment through RTGS are as follows:-

- Minimum Transaction amount for RTGS transaction is Rs. 1 lakhs.
- Customer related transactions through RTGS would be restricted upto 2:45 PM on weekdays and 10:45 AM on Saturdays.
- No special character to be used in the excel file to be provided to bank for RTGS. It has to be purely as per the desired format.
- Once fund remitted through RTGS, for every successful transaction a unique RBI Ref No (UTR No.) will be generated and the remitter bank will have no role / control over the payment once remitted to the beneficiary bank. The credit of the same to the beneficiary account solely depends on the beneficiary bank & it's internal system architecture.
- There will be separate files for Direct Credit, RTGS & NEFT and no two files to be clubbed together.

c) National Electronic Fund Transfer (NEFT): Payments through this mode will be effected in the accounts of beneficiaries who would be having their accounts with any bank at any designated RBI location in India. The payment through this mode will be effected on T+1 Basis (next working day). (Day T being defined as the day on which clear funds will be made available to the Bank).

Step1: Office of DDO gives the lists of beneficiaries along with the payment instruction to Designated Bank containing all the required details as per NEFT format. The mandatory details need to be given in the excel format duly signed by the authorized signatories. The same would be treated as voucher. Further, a soft copy of the same file need to be sent to bank at designated email ids.

Step 2: Office of DDO provides requisite funds as above to Designated Bank

Step3: On receipt of the payment instructions, Designated Bank will debit designated DDO account and transfer the funds through NEFT. In the transfer process, a reference no (RBI Ref. No.) will be generated.

The other terms for the payment through NEFT are as follows: -

- There is no Min & Max Transaction amount for NEFT

- Customer related transactions through NEFT would be restricted up to 1.00 PM on weekdays and 9:45 AM on Saturdays.
- No special character to be used in the excel file to be provided to bank for NEFT. It has to be purely as per the desired format
- Once fund remitted through NEFT, for every successful transaction a unique RBI Ref No will be generated and the remitter bank will have no role / control over the payment once remitted to the beneficiary bank. The credit of the same to the beneficiary account solely depend on the beneficiary bank & it's internal system architecture.
- There will be separate files for Direct Credit, RTGS & NEFT and no two files to be clubbed together.

All disputes arising out of the transactions to be effected through the above modes by your Bank in so far as they relate to disputes arising after the handing over of the consolidated cheque along with the list of beneficiaries to your Bank by the office of DDO will be settled by the beneficiaries with your Bank directly and no liability whatsoever on any count will devolve on the DDO office.

d) Electronic Clearing System: Salary of employees, who are drawing their monthly salary in their bank account, will be credited through ECS.

6. Save and except in force majeure circumstances: Designated Bank would be wholly responsible for the proper crediting of the beneficiaries account within the stipulated time schedule after receipt of the consolidated cheque, beneficiary details & the debit advice from the DDO and the responsibility of DDO in all respects will end with the handing over of the consolidated cheque and list of beneficiaries to Designated Bank However, if there is any reject of transaction on account of wrong /incomplete bank details or any other reason not attributable to Designated Bank , then the funds against said transaction will be credited back to the designated DDO account and Designated Bank will not be liable of Delayed Interest Payment. Designated Bank will provide mutually agreed upon MIS reports relating to payments made by it as and when required by Accounts office of DDO within time frame. However, DDO, also understands and acknowledges that once funds remitted through RTGS & NEFT, for every successful transaction a unique RBI Ref No will be generated and DESIGNATED BANK (remitter) Bank will have no role / control

over the payment once remitted to the beneficiary bank. The credit of the same to the beneficiary account solely depends on the beneficiary bank & its internal system architecture.

7. Notwithstanding anything contained in this contract, in the event of failure by Designated Bank to make payments as per the above schedule in the relevant mode as applicable in the case of individual beneficiary, DDO will charge interest at the prevailing prime lending rate of interest of SBI of every day of delay.

8. At the end of every month, a monthly statement of transactions showing disbursement of payments through the above modes shall be made out by Designated Bank along with details of pay-orders issued on account of delayed payment, if any, and submitted to the office of DDO. This monthly statement in prescribed format in hard copy should reach the office of DDO by the 7th working day of the following month. However, your Bank will send soft copy of the MIS in the prescribed format detailing therein the status of disbursement of payments to each beneficiary against a consolidated cheque by the 5th working day from Day 0 (Day 0 being defined as the day on which clear funds will be made available to the Bank) to the designated email ids of DDO, . .

9. In the event of failure by your Bank to submit the statements as detailed above within the stipulated time period, DDO, would retain the right to impose penalty on your Bank at the rate of Rs. 100/- per day for each of delay in submission of each type of statement. Provided that such delay is not on account of system failure or account of conditions as per Force Majeure Clause.

a. Notwithstanding the above, OFFICER acting through office of DDO will have the full right to ask for such additional information as may be deemed necessary by office of DDO from Designated Bank in respect of payments made/ action taken by Designated Bank in regard to any cheque that might have been handed over by the office of the DDO to Bank or in regard to any aspect of the operation of the different payment modules mentioned above and it shall be incumbent on Designated Bank to furnish such information to DDO, within fifteen working days from the date of receipt of the letter.

b. Any failure by Designated Bank on this count would constitute a ground for initiation of arbitration proceedings and/or forthwith termination of the contract by DDO.

10. Notwithstanding anything contained hereinabove, it is the understanding of both parties that the obligations of Designated Bank under this agreement shall start following only upon realization of the cheque issued by DDO and Designated Bank shall stand indemnified from any penal action if the list of beneficiaries forwarded by DDO is erroneous and or is not correct in all respects or is rejected on some grounds by the beneficiary bank. Designated Bank shall not be liable for any wrong credit or payment by virtue of the above reason.

11. DDO, will be at liberty to terminate this Agreement by giving one month advance notice. Designated Bank also would retain the right to terminate the agreement by giving one month advance notice to DDO in case of breach of any of the terms of the Agreement .Both the parties to the agreement will have the right to suggest such additional/alteration/modification to this agreement as may be deemed necessary and, on the same being agreed to by the other party, will become a part of the agreement and shall be by exchange of letters duly signed by the authorized officials of both the parties.

12. Incase of rejection of the transaction on account of discrepancy in bank details of the beneficiary, the funds will be credited back to the designated DDO, account maintained with Designated Bank The transaction will be reinitiated only when revised instruction with corrected bank details are provided by DDO, to Designated Bank In case, the transaction is not going through electronic mode after receipt of the instruction from DDO, , a PO/DD will be issued by Designated Bank and sent to DDO, latest by end of next working day after the receipt of instruction.

13. Force Majeure:

If the whole of any part of the performance by the parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances including a political force measure or events beyond the control of the parties including delays due to vandalism, virus attacks, hacking, theft , phone service disruptions, satellite disruptions, total break down of power , internet disruption, system fault, loss of data, extreme or severe weather conditions or any causes like fire, accidents, earthquakes, riots, civil commotion, explosions, wars, hostilities, act of Government, custom barriers, or other causes of like character beyond the control of the parties , or such failure or delay results

from the actions taken by either parties in reasonable good faith to avoid violating a law, rule or regulation of any governmental authority, then to the extent the parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

14. Jurisdiction

Subject to clause (15) below, this agreement shall be subject to the jurisdiction of the Courts at .

15. Arbitration

The Parties agree that any dispute arising out of this Agreement shall be referred to the arbitration of a sole arbitrator under the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be at and the proceedings shall be in the English language. The costs of arbitration shall be equally borne by the Parties.

16. Authority

Both parties of this agreement declare and confirm that the signatories of this agreement have the necessary authority and power under their respective rules, regulations and delegations to execute the said agreement and this agreement so executed shall be binding the Bank and the DDO. All the deliverables and services from either party are subject to their separate applicable laws covering the legal rules governing their relationship with customers, and also dependant on technical deliverables beyond the absolute control of both the parties.

17. Non-Exclusive

It is not intended that this agreement should preclude either party from entering into a similar agreement or arrangement with a third party.

18. All disputes and differences and claims and questions whatsoever arising out of this agreement shall either during the continuance of the agreement or afterward either

between the parties hereto or their respective representative touching these presents, or any account or liability between the parties hereto in any way relating to these present, shall be referred to arbitrator.

19. In Witness whereof, the parties have set and subscribed their respective hands in execution of this agreement through their authorized official on the first day, month and year as herein above written.

20. General Provisions:

Modifications: Any modification, amendment, supplement or other change to this Agreement must be in writing and signed by duly authorized officers of the respective parties. Failure to object to any terms or conditions in any written or oral communication from any party, whether delivered before or after the date hereof, shall not constitute an acceptance thereof or a waiver of any terms or conditions hereof.

For Drawing & Disbursing Officer

For Designated Bank

Authorized Signatories
Signatories

Authorized

Witness

1)

2)

To
The Manager
Designated bank

Transacti on ref no	Amount	Value Date	Branch code	Sender's account type	Remitter's Account no	Remitter's name	Beneficiary IFSC Code	Remitter 's Debit Account	Beneficiary account type	Beneficiary bank account number	Benefi ciary name	Remitt ance details