

Haryana Government
Secretariat for Information Technology



हरियाणा सरकार
सूचना प्रौद्योगिकी सचिवालय



No. KC/Admn/268/1SIT/9650

From

Principal Secretary to Government Haryana,
Information Technology, Electronics and Communication Deptt.

To

1. All the Administrative Secretaries to Government of Haryana.
2. All the Heads of Departments in Haryana.
3. All the Divisional Commissioners in Haryana.
4. Managing Directors/Chief Administrators/Chief Executive Officer of all the Boards, Corporations etc. in Haryana.
5. All the Deputy Commissioners in Haryana.
6. Registrars of all the Universities in Haryana.
7. State Informatics Officer, Haryana State Unit, Chandigarh.

Chandigarh dated, the 12.9.2019

Subject: MoU between Haryana Government and NICSI for SMS Gateway Services.

As you are aware that many software applications of various Government Departments/organizations are using SMS gateway services for making their applications more interactive and for adding security features like two-factor-authentication etc. In addition to this, many SMS campaigns and Out Bound Dialling (OBD) i.e. prerecorded voice calling campaigns are also run under various projects on special occasions.

2. In order to make it easy for Government Departments/organizations to hire SMS Gateway Services, Government has signed an MoU with National Informatics Center Services Incorporated (NICSI), a Government of India Enterprise under NIC, Ministry of Electronics & Information Technology. Under this MoU, Haryana Government Departments/Organisation can avail the SMS Gateway services through NICSI.

3. The SMS Gateway services shall include following facilities/advantages:

- a. SMS and OTP services.
- b. Pull SMS (To capture information/requests from users through SMS)
- c. OBD (Out Bound Dialling to play a pre-recorded voice message)
- d. Missed Call services.
- e. Leverages of all the channels of communication under single roof.
- f. Integration of WhatsApp messenger with SMS Gateway Services for the benefit of citizens.
- g. Availing of SMS Services on empanelled rate of NICSI.

9th Floor, Haryana Civil Secretariat, Sector-1, Chandigarh. 160001

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Haryana Government
Secretariat for Information Technology



हरियाणा सरकार
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In view of the above, you are requested to make use of SMS Gateway services through NICS as provided under the MoU for the benefit of citizens as well as Government. A copy of the MoU is attached for your reference. With the signing of the above said MoU there would be no need to execute fresh MoU with NICS.

Sr. Administrative Officer
for Principal Secretary to Government Haryana,
Information Technology, Electronics and Communication Deptt.

9th Floor, Haryana Civil Secretariat, Sector-1, Chandigarh. 160001

Tel: PS(IT)2714001, Sr.Ad.O: 2748142, Fax:0172-2777302
E-mail: guptaankur@gov.in, Website:www.haryanait.nic.in



Memorandum of Understanding
for
SMS Gateway Services

Government of Haryana (GoH)

and

National Informatics Centre Services Incorporated (NICSI)
New Delhi

NICSI



GoH

Department of Information Technology
& Communication, Haryana

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This Memorandum of Understanding (MoU) has been signed on (17)th/rd day of (July), 2019
between

The Chairman, NICS, represented by MD, National Informatics Centre Services Incorporated (NICS) through Company Secretary, NICS (section 25 – Government of India enterprise), NBCC Tower, Bhikaji Cama Place, New Delhi hereafter referred to as "NICS" (which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office) of the FIRST PARTY

and

The Government of Haryana acting through the Principal Secretary to Government, Electronics and Information Technology Department on behalf of Government of Haryana, hereafter referred as "GoH" (which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office) of the SECOND PARTY.

NICS



(Ankur Gupta, AS)
Principal Secretary
GoH

Department of Information Technology,
Electronics & Communication, Haryana

NICSI shall provide Short Messaging Service (SMS) Gateway Services to GoH through NIC SMS gateway platform.

The MoU between NICSI and GoH shall be for the provision of Short Messaging Service (SMS), Out Bound Dialling (OBD), Missed-Call including any new services introduced in the scope of the project through NIC SMS gateway platform as per the approved scope/proposal of the project.

I. Scope of the Project

NICSI shall be providing SMS gateway services through NIC SMS gateway platform. This MoU shall cover all the projects under the GoH, which are integrated with the NIC SMS gateway and any future initiative by any Organization of GoH, in this regard.

II. Reference Empanelment

The services shall be provided under the rate contract and terms and condition of empanelment number 10(20)/2016-NICSI "Empanelment of selected vendor consequent upon the finalization of the Tender no NICSI/SMS GATEWAY/2016/15", dated the 25th May, 2017.

III. Validity of MoU

This MoU shall be valid till the validity of the empanelment. The current empanelment shall be valid for 60 (Sixty) months from the date of issue of empanelment. If required, a decision to re-validate the MoU after the initial period would be taken jointly by NICSI and GoH as may be considered mutually in the best interest of both the parties.

(1) Services Offered

| Serial Number | Service Name | Description |
|---------------|--|--|
| 1 | PUSH SMS | PUSH SMS is sending SMS to mobile subscriber from application. It is also called Mobile terminated messaging. The application shall use API to connect to NIC SMS Gateway for last mile delivery of SMS. |
| 2 | PULL SMS [on long code or Virtual Mobile Number (VMN)] | PULL SMS is SMS sent by mobile subscriber to application through a fixed 10-digit mobile number also known as VMN (Virtual Mobile Number). It is also known as Mobile Originated message wherein users send query/message prefixed with a Keyword. NIC SMS gateway receives these messages and hands over to the application through an API. |
| 3 | PULL SMS [on short code] | When SMS is sent by mobile subscriber using a short code to the application. Short code can be of two types 1) Calling Party Pays: The SMS sender pays for the SMS. 2) Called Party Pays: The application owner pays for the SMS. |
| 4 | OBD [Out Bound Dialling] | Application can make voice call to subscriber and play voice clip. Application can also capture key press from user handset. The service is utilised for conducting surveys, getting feedbacks or delivering confidential information. |
| 5 | Miss Call | User can give miss call on a well-defined number. The caller's number can be captured for further processing and analytics. This service is used primarily for user discovery, application registration, service requisition or call back etc. |

NICSI

GoH

(2) Rate Contract

| Serial Number | Particular | Unit Price (INR) | Extras |
|--|--|-----------------------------|---|
| 1 | Push SMS (<90 crore SMS/month) | TRAI exempted Sender ID | 7% NICS I operating margin + Other Government levies. |
| | | 0.0247 | |
| | Push SMS (>90 crore SMS/month) | TRAI non-exempted Sender ID | 7% NICS I operating margin + Other Government levies. |
| | | 0.0594 | |
| 2 | Pull SMS to 10-digit VMN (here subscriber shall be charged as per their tariff plan) | TRAI exempted Sender ID | NO CHARGE |
| | | 0.0247 | |
| | Pull SMS on short code (when calling party pays) | TRAI non-exempted Sender ID | 7% NICS I operating margin + Other Government levies. |
| | | 0.0494 | |
| 3 | Pull SMS on short code (when called part pays) | NO CHARGE | NO CHARGE |
| | | 0.5 | |
| | | 0.07 | |
| 4 | Missed Call | NO CHARGE | NO CHARGE |
| 4 | OBD | < 5 crore OBD/month | 7% NICS I operating margin + Other Government levies. |
| | | 0.0051/sec | |
| 6 | Dedicated Long Code | 5 - 10 crore OBD/month | 7% NICS I operating margin + Other Government levies. |
| | | 0.0050/sec | |
| 6 | Dedicated Long Code | Rs. 10,000/- (One Time) | 7% NICS I operating margin + Other Government levies. |
| In case of long/complicated IVRS based OBD calls, the charges @ Rs. 5000/- per man day will be charged as setup and configuration charges based on number of man days used to configure the setup. | | | |
| These are current rates and can be revised as per the prevailing market rates and approval of competent authority. Necessary intimation would be given by NIC/NICS I to the user in this regard. | | | |

NICSI



Secretary
Ministry of Information Technology
Government of India

IV. Variation of Rates

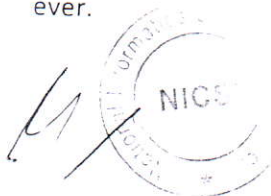
The referred empanelment has rate negotiation clause in para III (2) above, has incorporated rate negotiation clause. In case there is revision of rates, the GoH shall accept the same. The services would be charged as per the prevailing rates since the date of revision of rates. As per the Terms and Conditions of the empanelment, the revised rates shall always be less than the current rates.

V. Terms and Condition

1. General Conditions

- i. All the parties undertake to adhere to the guidelines of regulatory agencies like TRAI etc at all time. Parties shall also adhere to approved SMS policy of NIC.
- ii. The services shall be as per the terms and conditions of empanelment.
- iii. Prior to the commencement of the work, both the parties agree to identify and officially inform their nodal official representative/domain expert, via written notice, for all the communications related to the project.
- iv. This MoU shall come in force after the GoH clears all pending payment for the services already rendered under the rate contract applicable at the time of service delivery, if any.
- v. All the parties shall duly and faithfully perform their obligations towards the said order and comply with the conditions therein and shall refrain from such action(s) as may cause delay or damage to GoH.
- vi. NICSI shall not be liable for any breach/default arising out of force majeure situation or due to any default, delay action, inaction or failure on the part of GoH. The liability of NICSI under the Indemnity Bond shall remain in full force until the fulfilment of its obligations as per above.
- vii. The source code of the application software (s) utilised for the services mentioned in this MoU shall be the property of NICSI under Intellectual Property Rights and the payment under this MoU only includes the charge of the services availed by GoH.
- viii. All parties undertake to act in good faith with respect to each other's right under this MoU and to adopt all reasonable measures to ensure the realization of the objectives of this project as per roles and responsibilities.
- ix. It is understood that necessary approvals from the competent authority(s) has been taken before signing this MoU for availing the services from NICSI.
- x. NICSI shall be entitled for full disclaimer and immunity from all aspects of custody data and its safety along with its handling by any functionary in any manner and what-so-ever.

NICSI



GoH

- xi. NIC and NICS shall not be directly answering any RTI related queries/clarifications and cannot be asked to be present before the Information Commission / Courts either at State/National levels. Entire data and reports as required for the above shall be made available directly by GoH using different pre-defined standard reports/query generated by the Software system. Necessary formats for the same are required to be provided by the user and the development of the request/queries should be part of the approved scope of the project.
- xii. All queries from regulatory, investigating, and auditing etc., functionaries are to be answered by GoH. NICS shall not be responsible to answer any such queries. The functionaries of GoH authorised to perform various tasks digitally/manually are responsible to answer the queries. Technical inputs required if any, to answer the queries can be obtained from NIC. Without obtaining written permission from NIC/NICS user department shouldn't direct any agency or officer to NIC.
- xiii. This MOU can be extended for further subsequent period (s) on agreed terms and conditions, as per mutual consent by all cosignatories.
- xiv. Either parties shall give at least one month written notice to each other for discontinuity of services, on mutual consent and after establishing reasons for such discontinuation. In such an event, GoH would clear the fund balances (if any) against the actual services availed till the date of discontinuation of services.

2. Adoption of this MoU

- i. This MoU is between NICS and GoH, however, it is applicable for any department/organization/institute of GoH that wishes to avail the services rendered under NIC SMS Gateway, through GoH. The terms and conditions would be equally binding for any entity availing services after approval from GoH. After this MoU, GoH may inform formally to all the departments in the state to avail the NIC SMS Gateway services as per this MoU.
- ii. The User Department would formally declare the Nodal Officer(s) for all the communications and matters related to payments and service. The notification needs to be sent to NICS and the Nodal Officer at IT Department, GoH.
- iii. For requesting any service, the user department needs to send "Requisition of Service Letter" as per the format at Annexure-I along with "Payment Undertaking". The letter and the undertaking needs to be signed by the responsible officer and can also be send via email of the responsible officer as per the formats mentioned herein.
- iv. It is understood that necessary approvals have been taken by the user department through IT, Dept. of GoH before availing the services. This MoU and its conditions shall be equally applicable for all the Departments that may intend to avail the NIC SMS Gateway services.
- v. The concerned organisation of the GoH shall be responsible to get the TRAI exemption (If required) for SMS accounts to be used for services related to welfare of the citizen.
- vi. The PI/PO shall be raised in the name of concerned organization and the expenditure for the services availed shall be borne by the concerned organization

NICSI



GoH

Principal Secretary
Information Technology

3. Payment Conditions

- 1) All the payment related matters shall be directly dealt by NICS and NICS would ensure timely generation of invoice, maintaining invoices and receipt of payments against the actual services rendered to GoH.
- 2) GoH or its user Department would undertake to make timely payment of services against the actual services availed as per the "Payment Undertaking".
- 3) On receipt of "Requisition Letter" NICS shall issue PI/PO for the services to be availed, as per the prevailing rates. The payment for the services availed need to be done in advance by GoH/User Department. In case of any additional service availed, new "Requisition Letter" needs to be sent to NICS, and NICS shall issue PI/PO against the same.
- 4) The reference cost of services shall be governed by the rate contract and terms and conditions of reference empanelment mentioned in section II above. However, the final charge of services would be based on the existing rates of the services and would vary as mentioned in section IV above.
- 5) In case of variation of prices and in event of pending PI/PO, the NICS would be required to issue PIs/POs for the services/ additional services availed as per the applicable rates on the date of "Requisition Letter". The PI/PO for the services availed needs to be issued as per the rates applicable on the date of "Requisition Request" Letter.
- 6) The services are offered under two types of rates based on whitelisting of IDs by TRAI. For availing White-Listing rates the user needs to submit "Sender ID White-Listing" letter to TRAI as per the reference format at Annexure-II. In case of non-White-Listed ids the applicable rates shall correspond to the rate under TRAI no exempted category.
- 7) Looking at criticality of the services availed, GoH shall ensure timely payment (within thirty days) from the date of requisition of service or date of against the actual services availed whichever is earlier. Deferment of payment beyond thirty days would be considered as liability. The payment against the liabilities need to be cleared within two weeks of occurrence, beyond which there would be necessary actions as per decision of the competent authority at NICS and NIC, in consultation with GoH/user department
- 8) In view of occurrence of liability, and necessary action as mentioned above, NIC/NICS shall not be responsible for any damages occurred or service discontinuity.

VI. Roles and Responsibilities

1. Roles and responsibilities of NICS:

- 1) NICS shall be responsible for all the payment related matters and would co-ordinate with GoH for issues related to payment matters as per the terms and conditions of this MoU.
- 2) It would be responsibility of NICS to co-ordinate with GoH for all the matters related payments, issuance of PI/POs and receipt of timely payments against the services rendered.
- 3) NICS through NIC SMS gateway platform shall provide gateway services like SMS, OBD, Missed-Call etc. as per prevalent terms and conditions including any new services configured.
- 4) NICS through NIC shall facilitate technical solutions to execute the project.
- 5) NICS through NIC shall get the OBD solution customized as per the GoH requirements as per the terms and conditions therein.
- 6) NICS through NIC shall ensure the service continuity of various services consumed by different project projects under GoH.
- 7) NICS shall raise the demand of fund in timely manner and issue work order as per the requirements of GoH.

NICS

GoH

- 8) NICS shall provide invoices, partial closure statement etc. as necessary for the financial wellbeing of the project, in timely manner.
- 9) NICS shall be entitled to get the operating margin plus taxes as applicable from time to time. Current NICS margin is 7% for project value up to 50 crore INR and 5% for project value above 50 crore INR.
- 10) NICS shall issue bills and invoices of the services availed by GoH as per the actual usage whenever requested by GoH. NICS shall not provide any onsite support. Support shall be extended over phone, email etc.

2. Roles and responsibilities of Departments under Government of Haryana:

- 1) GoH shall identify a nodal officer to function as single point of contact for the matters related to this MoU.
- 2) GoH shall pay as per PI/PO in advance and remaining amount in case of over availing of services. NICS shall issue the bills or invoice of the actual usage whenever necessary.
- 3) NICS shall not be responsible for service discontinuity due to non-payment or delay payment as mentioned in the point 7 under section 3 above (Payment Conditions).
- 4) It would be responsibility of GoH to maintain the timely payments of the services availed as per the actual usage, and prevent occurrence of liability.
- 5) GoH shall share all the technical requirements and provide sign-off for customizations, if any.
- 6) NICS shall not be responsible for any system failure due to virus, improper/ faulty handling of system etc by GoH.
- 7) GoH/departments shall comply with the security policies of NIC like firewall rules, application security audit and password policy etc.
- 8) All the technical aspect of the applications owned by the department
- 9) In case the department has hired any third party (as system integrator etc), the third party shall communicate with SMS team through the SPoC. Decision/approval of SPoC shall be final in this regard.
- 10) New request and change request shall be made through online portal <https://eforms.nic.in>
- 11) The department shall inform NICS whenever SPoC along with name, designation, email and phone number.
- 12) The department shall reply to the notice, if any, issued by TRAI in violation of its rules (if any).
- 13) The department shall be responsible to any penalty imposed by regulatory bodies like TRAI against the violation of provisions of regulation issued from time to time.

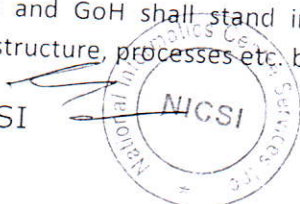
VII. Confidentiality

NICS and GoH and their personnel shall not, either during the term or after the expiration of this MoU, disclose any proprietary or confidential information relating to the services without the prior written mutual consent.

VIII. Indemnification

NICS and GoH shall stand indemnified from all aspect of usage of application software/other infrastructure, processes etc. by any of the end users.

NICS



GoH

Ankur Gupta, IAS
Principal Secretary
Department of Information Technology

NICSI and GoH shall be indemnified from all aspects of software piracy, consequential; usage of system resources and utilization of services for any eventual usage for any illegal/antinational/subversive purpose/activities covered by Indian Cyber laws and Indian Penal code and/or any other prevalent laws.

IX. Non-Suitability

No party shall be sued in any court of law in India or abroad by other party, for the events if, any party is not able to perform as per any of the stipulations of this agreement, due to circumstances beyond the control of it.

X. Force Majeure

NICSI and/or GoH shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond their reasonable control, include but not limited to acts of God, regulations of Governments, earthquakes, floods, epidemics, war, revolutions, strikes, lockouts, fire, explosion, natural calamities, riot, embargoes, act of civil or military authorities, accidents, terrorist activities or shortages of transportation facilities, fuel, energy, labour or material. In the event of any such aspect being beyond the control of participating agencies, appropriate strategies would be worked out to compensate the project activities/schedules accordingly.

XI. Inconsistency with Law

This MoU is subject to statutory regulations in force and if, any provision of this MoU is inconsistent with such regulation, the same shall be modified accordingly. Such inconsistency is inclusive of any directions given by regulatory body/Government of India. If any provision of this MoU shall be held invalid, the remaining provisions hereof shall continue to be binding upon the Parties.

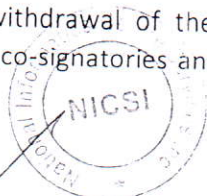
XII. Miscellaneous

The user agrees to comply with all Local, State, and National laws, Statutes, Ordinances, and Regulations that apply to the user's use of the email service. All transactions on the email service are governed by Indian law. The user expressly agrees that exclusive jurisdiction for any claim or dispute with NICSI or relating in any way to their use of the service resides in the courts of India. NICSI reserves the right to take steps which NICSI believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this MoU. The user agrees that NICSI has the right, without liability to the user, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials.

XIII. Exit Clause

In the event of discontinuation of this MoU and withdrawal of all services, all the parties being co-signatories to this MoU should be given a written advance notice of three months for the desired discontinuation/withdrawal of the services, which shall be implemented as per schedule mutually agreed to by co-signatories and parties to this MoU. In such an event, it is imperative to mention

NICSI



GoH

that GoH would clear all the pending balances against the actual services availed since the date of this discontinuation.

XIV. Arbitration Clause

In case of any dispute or differences arise in regard to this MoU, the same shall be settled by the mutual discussion between NICS I and GoH. Any unresolved disputes shall be referred to a committee of Chairman, NICS I and competent authority of GoH and the resolution of the committee shall be final and binding on all parties.

NICS I



GoH
(Ankur Gupta, IAS)
Principal Secretary
Department of Information Technology

FOR AND ON BEHALF OF THE FIRST PARTY

NICS

Signature

Name

Designation

[Signature]
28/06/2019
Dr. Girish Kumar
Company Secretary
National Informatics Centre
Service Incorporated
New Delhi

1) IN PRESENCE OF WITNESS

Signature

Name

Designation

Address

[Signature]
28/6/19
U.K. JENA
Deputy General Manager
National Informatics Centre Services Inc.
(A Government of India Enterprise under NIC)
Ministry of Electronics and Information Technology
1st Floor, NBCC Tower, 15, Bhikaji Cama Place,
New Delhi-110066

2) IN PRESENCE OF WITNESS

Signature

Name

Designation

Address

[Signature]
K. N. TIWARY
PSA
NIC HQ

FOR AND ON BEHALF OF SECOND PARTY

Government of Haryana

Signature

Name

Designation

(Ankur Gupta, IAS)

Principal Secretary
Department of Information Technology,
Electronics & Communication, Haryana

1) IN PRESENCE OF WITNESS

Signature

Name

Designation

Address

[Signature]
Pallavi Sandini
Company Secretary
Haryana

2) IN PRESENCE OF WITNESS

Signature

Name

Designation

Address

[Signature] 17/07/19
Deepak Bansal
State Informatics Officer
NIC Haryana State Unit

XV. Annexure I- Letter for Requisition of Services

[This letter may be issued on department letter head and duly signed and stamped by SPoC as identified under this MoU]

Letter No:

To
MD, NICS
Bhikaji Cama Place
New Delhi

Dated:

Subject: Requisition for SMS/OBD service

Sir

You are requested to direct NIC SMS team to provide SMS/OBD service as per following details:-

Account Name:

| SN | Item Description | Quantity | Effective Date |
|----|------------------|----------|----------------|
| 1 | SMS | | |
| 2 | OBD | | |

NICSI may issue PO in the project no: _____ The department undertakes to settle all the payment against the services mentioned in the above table within 30 days of this request.

Thanks
Sign and Seal of SPoC

[The scanned copy of letter needs to be sent to smssupport@gov.in. The team will provide service and forward the same to billing department in NICSI]



(Under Deptt. Secy)
Principal Secretary
Ministry of Information & Public Relations
Government of India
New Delhi

GoH

XVI. Annexure-II- Letter for Sender ID White-Listing

<PLS PRINT IT ON OFFICIAL LETTER HEAD>

To
Secretary, Telecom Regulatory Authority of India (TRAI)
Mahanagar Dhoorsanchar Bhawan, Jawaharlal Nehru Marg,
Old Minto Road, New Delhi 110001

Subject: Approval of Sender ID on NIC SMS Gateway

Dear Sir,

The <department name>, under ministry of <ministry name> wishes to use Transactional SMS's, in citizen interest to deliver citizen centric messages as well as critical information without any commercial/promotional content. The end user shall not be charged for this SMS service. The NIC SMS gateway shall be used for the same.

With reference to TRAI notification No.: 311-23/2013-QoS dated 24th May 2013 w.r.t. the Telecommunication Customers Preferences Regulations, 2010; we would like to request for providing 5 paise exemption to broadcast bulk SMS by approving the below sender id.

We are using following Sender ID's.

1. <Sender IDs><It should be exactly 6 character word like NICSMS, BSFSMS etc.; special character and numeric not allowed>
2. <Project Description...here mention in detail about the project, why SMS is required, how SMS will benefit the common citizen or the government. You can also include any other artefacts related to this like decision taken to go for SMS service and any other justification.>

We hereby request you to approve the same.

Sincerely,

(Signed with stamp)

NICSI



GoH

Annexure – III - Abbreviations used in this Document

| | | |
|----|-------|--|
| | | |
| 1 | API | Application Program Interface |
| 2 | GoH | Government of Haryana |
| 3 | ID | Identification |
| 4 | INR | Indian Rupees |
| 5 | IT | Information Technology |
| 6 | MD | Managing Director |
| 7 | MeitY | Ministry of Electronics and Information Technology |
| 8 | MoU | Memorandum of Understanding |
| 9 | NIC | National Informatics Centre |
| 10 | NICSI | National Informatics Centre Services Incorporated |
| 11 | OBD | Out Bound Dialling |
| 12 | PI | Performa Invoice |
| 13 | PO | Purchase Order |
| 14 | RTI | Right to Information |
| 15 | SMS | Short Messaging Service |
| 16 | SPoC | Single Point of Contact |
| 18 | T&C | Terms and Conditions |
| 19 | TRAI | Telecom Regulatory Authority of India |
| 20 | VMN | Virtual Mobile Number |

NICSI



GoH