Memorandum of Understanding
for
SMS Gateway Services

Punjab State e-Governance Society, Govt. of Punjab (GoP)

and

National Informatics Centre Services Incorporated (NICSI)
New Delhi
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This MoU has been made on (   ) th/rd day of (    ), 20(   )

between

The Chairman, NICSi, represented by MD, NICSi through Company Secretary, NICSi (section 25 – Govt. of India enterprise, under NIC, MeitY), NBCC Tower, Bhikaji Cama Place, New Delhi hereafter referred to as “NICSI” (which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office) of the FIRST PART

and

Punjab State e-Governance Society (under the aegis of Department of Governance Reforms, Government of Punjab) represented by the Member Secretary, Punjab State e-Governance Society - cum - Director, Governance Reforms, Government of Punjab, SAS Nagar, Punjab hereafter referred as “GoP” (which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office) of the SECOND PART

NICSi will provide SMS Gateway Services to GoP through NIC SMS gateway platform.

The MoU between NICSi and GoP shall be for the provision of SMS, 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.
II. Scope of the Project

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

III. Reference Empanelment

The services will be provided under the rate contract and terms and conditions 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 25/05/2017.

IV. Validity of MoU

This MoU is valid till the validity of empanelment. The current empanelment is valid for 60 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 GoP as may be considered mutually in the best interest of both the parties.

1. Services Offered

<table>
<thead>
<tr>
<th>SN</th>
<th>Service Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PUSH SMS</td>
<td>PUSH SMS is sending SMS to mobile subscribers from application. It is also called Mobile terminated messaging. The application will use API to connect to NIC SMS Gateway for last mile delivery of SMS.</td>
</tr>
<tr>
<td>2</td>
<td>PULL SMS [on long code or VMN]</td>
<td>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 handovers to the application through an API.</td>
</tr>
</tbody>
</table>
| 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 2 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 keypress 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, registration, service requisition or call back etc. |

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### 2. Rate Contract

<table>
<thead>
<tr>
<th>SN</th>
<th>Particulars</th>
<th>Unit Price (INR)*</th>
<th>Extras</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Push SMS (&lt;90 crore SMS/month)</td>
<td>TRAI exempted Sender ID</td>
<td>0.0247</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TRAI un-exempted Sender ID</td>
<td>0.0594</td>
</tr>
<tr>
<td>2</td>
<td>Push SMS (&gt;90 crore SMS/month)</td>
<td>TRAI exempted Sender ID</td>
<td>0.0247</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TRAI un-exempted Sender ID</td>
<td>0.0494</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Rate</td>
<td>Description</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>2</td>
<td>Pull SMS to 10-digit VMN (here subscriber will be charged as per their tariff plan)</td>
<td>NO CHARGE</td>
<td>NO CHARGE</td>
</tr>
<tr>
<td></td>
<td>Pull SMS on short code (when calling part pays)</td>
<td>0.5</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Pull SMS on short code (when called part pays)</td>
<td>0.07</td>
<td>7% NICSI Operating Margin + Other govt levies.</td>
</tr>
<tr>
<td>3</td>
<td>Missed Call</td>
<td>NO CHARGE</td>
<td>NO CHARGE</td>
</tr>
<tr>
<td>4</td>
<td>OBD&lt;br&gt; &lt; 5 crore OBD/month</td>
<td>0.0051/second</td>
<td>7% NICSI Operating Margin + Other govt levies.</td>
</tr>
<tr>
<td></td>
<td>5 - 10 crore OBD/month</td>
<td>0.0050/second</td>
<td>7% NICSI Operating Margin + Other govt levies.</td>
</tr>
<tr>
<td>5</td>
<td>Dedicated Long Code</td>
<td>10,000 (one-time)</td>
<td>7% NICSI Operating Margin + Other govt levies.</td>
</tr>
</tbody>
</table>

*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 the NIC/NICSI to the user in this regard.

V. Variation of Rates

The referred empanelment in para III/2 above, has incorporated rate negotiation clause. In case there is revision of rates, the GoP shall accept the same. The services would be charged as per the prevailing rate since the date of revision of rates. As per the T&C of the empanelment, the revised rates shall always be less than the current rates. To view the current prevailing rates, refer to the link: [http://nicsi.com/offering/miscellaneous-services](http://nicsi.com/offering/miscellaneous-services).
VI. Terms and Conditions

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 will 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. 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 GoP.

v. 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 GoP. The liability of NICSI under the Indemnity Bond shall remain in full force until the fulfilment of its obligations as per above.

vi. The source code of the application software(s) utilised for the services mentioned in this MoU will be the property of NICSI under Intellectual Property Rights and the payment under this MoU only includes the charge of the services availed by GoP.

vii. 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.

viii. It is understood that necessary approvals from the competent authority(s) has been taken before signing this MoU for availing the services from NICSI.

ix. 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.

x. NIC and NICSI will 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 will be made available directly by GoP 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 & the development of the request/queries should be part of the approved scope of the project.

xi. All queries from regulatory, investigating, and auditing etc., functionaries are to be answered by GoP. NICS shall not be responsible to answer any such queries. The functionaries of GoP 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.

xii. This MOU can be extended for further subsequent period(s) on agreed terms and conditions, as per mutual consent by all co-signatories.

xiii. Either parties can 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, GoP 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 GoP, however, it is applicable for any department/ organization/institute of GoP that wishes to avail the services rendered under NIC SMS Gateway, through GoP. The terms and conditions would be equally binding for any entity availing services after approval from GoP. After this MoU, GoP 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 of GoP.

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” at Annexure-I. 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 Punjab e-Governance Society of GoP 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.

3. **Payment Conditions**

1. All the payment related matters will be directly dealt by NICSI and
   NICSI would ensure timely generation of invoice, maintaining invoices
   and receipt of payments against the actual services rendered to GoP.
2. GoP or its user Department would undertake to make timely payment of
   services against the actual services availed as per the “Payment
   Undertaking” at Annexure-I.
3. On receipt of “Requisition Letter” NICSI 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 GoP/User Department.
   In case of any additional service availed, new “Requisition Letter” needs
   to be sent to NICSI, and NICSI shall issue PI/PO against the same.
4. The reference cost of services will 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 NICSI
   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 white-
   Listing 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 will correspond to the rate under TRAI non-exempted category.
7. Looking at criticality of the services availed, GoP will ensure timely
   payment (within 30 days) from the date of requisition of service or date
   of against the actual services availed whichever is earlier. Deferment of
   payment beyond 30 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 NICSI and NIC, in consultation with GoP/user department

8. In view of occurrence of liability, and necessary action as mentioned above, NIC/NICSI shall not be responsible for any damages occurred or service discontinuity.

VII. Roles and Responsibilities

1. Roles and responsibilities of NICSI:

1. NICSI shall be responsible for all the payment related matters and would co-ordinate with GoP for issues related to payment matters as per the terms and conditions of this MoU.
2. It would be responsibility of NICSI to co-ordinate with GoP for all the matters related payments, issuance of PI/POs and receipt of timely payments against the services rendered.
3. NICSI through NIC SMS gateway platform will provide gateway services like SMS, OBD, Missed-Call etc as per prevalent terms and conditions including any new services configured.
4. NICSI through NIC shall facilitate technical solutions to execute the project.
5. NICSI through NIC shall get the OBD solution customized as per the GoP requirements as per the terms and conditions therein.
6. NICSI through NIC shall ensure the service continuity of various services consumed by different project projects under GoP.
7. NICSI shall raise the demand of fund in timely manner and issue work order as per the requirements of GoP.
8. NICSI shall provide invoices, partial closure statement etc. as necessary for the financial wellbeing of the project, in timely manner.
9. NICSI shall be entitled to get the operating margin plus taxes as applicable from time to time. Current NICSI margin is 7% for project value up to 50 crore INR and 5% for project value above 50 crore INR. NICSI shall pass the benefit of SLA/penalties as per the terms and conditions of the empanelment.
10. NICSI will not provide any onsite support. Support will be extended over phone, email etc.

11. NICSI shall issue bills and invoices of the services availed by GoP as per the actual usage whenever requested by GoP.
2. **Roles and responsibilities of Departments under GoP:**

1. GoP shall identify a nodal officer to function as single point of contact for the matters related to this MoU.
2. GoP shall pay as per PI/PO in advance and remaining amount in case of over availing of services. NICS1 shall issue the bills or invoice of the actual usage whenever necessary.
3. NICS1 shall not be responsible for service discontinuity due to non-payment or delay payment.
4. It would be responsibility of GoP to maintain the timely payments of the services availed as per the actual usage, and prevent occurrence of liability.
5. GoP shall share all the technical requirements and provide sign-off for customizations, if any.
6. NICS1 shall not be responsible for any system failure due to virus, improper/ faulty handling of system etc by GoP.
7. GoP/departments will 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 will communicate with SMS team through the SPoC. Decision/approval of SPoC will be final in this regard.
10. New request and change request will be made through online portal https://eforms.nic.in
11. The department shall inform NICS1 whenever SPOC changes 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.

**VIII. Confidentiality**

NICS1 and GoP 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.
IX. Indemnification

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

NICSI and GoP 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/antiational/subversive purpose/activities covered by Indian Cyber laws and Indian Penal code and/or any other prevalent laws.

X. Non-Suitability

No party can 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 per any of the stipulations of this agreement, due to circumstances beyond the control of it.

XI. Force Majeure

NICSI and GoP 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 transportations 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.

XII. Inconsistency with Law

This MoU is subject to statutory regulations in force & 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.
XIII. **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.

XIV. **Exit Clause**

In event of discontinuance of this MoU and withdrawal of all services, all the parties being co-signatories to this MoU should be given a written notice of three months to either party for the desired discontinuance/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 that GoP would clear all the pending balances against the actual services availed since the date of discontinuation.

XV. **Arbitration Clause**

In case of any dispute or difference arising in connection to this MoU, the same shall be settled by the mutual discussion between NICSI and GoP. Any unresolved disputes shall be referred to a committee of Chairman, NICSI and Competent Authority of GoP and the resolution of the committee shall be final and binding on all parties.
FOR AND BEHALF OF
NICS
Signature
Name
Designation

IN PRESENCE OF
Signature
Name
Designation

IN PRESENCE OF
Signature
Name
Designation

FOR AND BEHALF OF
GoP
Signature
Name
Designation

IN PRESENCE OF
Signature
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IN PRESENCE OF
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IN PRESENCE OF
Signature
Name
Designation

NICS
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GoP
XVI. **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, NICSI  
Bhikaij 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:

<table>
<thead>
<tr>
<th>SN</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>OBD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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]
XVII. Annexure-II- Letter for Sender ID White-Listing

<PLS PRINT IT ON OFFICIAL LETTER HEAD>

To
Secretary, Telecom Regulatory Authority of India (TRAI)
Mahanagar Doosarsanchar 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 paisa 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 artifacts 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