

2016

# Mobileone VAS On-boarding Guidelines

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## 1. Introduction

Karnataka Government is a pioneer in the use of ICT in making Government services available to all the residents. In order to graduate to the next level in the evolutionary process of delivering citizen services and to make the state vision of ***Any Time, Anywhere and Any Device*** delivery of government services a reality, the Government of Karnataka endeavored to provide various citizen centric services on mobile and also integrated Mobile enabled service delivery system with the various National and State services.

The selection of a System Integrator / Managed Service Provider for the development and maintenance of Karnataka's Mobile Service Delivery Gateway was made through an open tendering process.

The intention of Karnataka Mobile One is to provide an easy to access channel to make as many citizen centric services available to the general public as possible, which includes both Govt. & Private services.

The vision is to provide the services to people in both Urban and Rural Karnataka by utilizing the reach of mobile connectivity and the power of mobile device to develop/on-board applications and deliver services for inclusive development of the State of Karnataka.

The mission is to transform delivery of public services, foster innovation, promote entrepreneurial culture, provide a self-sustaining platform for multi-channel and ubiquitous access to government as well as value added services to the people in Karnataka.

The Mobile Governance platform, as envisioned in the RFP, encompasses the following:

- Government Services to Citizens and Residents – G2C/G2R
- Government Services to Businesses on mobile and fixed line devices – G2B
- Government to Government Services which enable internal departmental activities on mobile devices – G2G
- Government Services to Government Employees – G2E
- Useful services on private content to citizens or provision of Value Added Services
- Data capturing from end users which may be citizens or government employees
- Feedback from citizens or government employees and Public Grievance Redressal
- Intra-government communication

Success of mobile governance depends on creating right ecosystem wherein collaboration with various stakeholders is effectively maintained while creating a WIN-WIN model for all.

The Karnataka Mobile One platform is integrated across all the telecom operators and works on the concept of delivering all its services through One URL, One Short Code and One App concept. i.e. Citizen can avail all the services under one access point , thus eliminating the need to visit multiple websites and short/long codes.

Karnataka Mobile One is integrated with PayGov - payment gateway, based on an advisory by Govt. Of India. PayGov is secure and has the least payment gateway charges for the various modes of payment as per RBI Guidelines.

The App has both paid services and free services, the user can choose to avail whatever service he thinks is useful for him at his own will. Also, not all private services are charged, for ex: Farmers can generate a nutrient plan or a pesticide plan for their crop's lifespan. This is a free service given by a third party provider.

## **2. Overview of Karnataka Mobile One**

The purpose of the mobile governance platform is to provide mobile enabled services to citizens. The platform should be able to interact with the existing applications / platform deployed in Karnataka, with other state departments as needed, with central government systems, UID, NIC and any other system that may need to be integrated for the purpose of delivering services on the mobile to the citizen. The platform shall be accessed by citizen, businesses, government employees and others authorized agencies.

Karnataka Mobile one is essentially the One place to discover all Government and citizen centric VAS services. The highlights of MobileOne include:

- First project of its kind in the country
- Launched on 08<sup>th</sup> December 2014 by the Hon'ble President of India and the Hon'ble Chief Minister of Karnataka
- Certified by IAMAI as the world's largest multi-channel Mobile Services Platform

### **2.1 Objectives of Karnataka Mobile One**

The main objectives of the Karnataka Mobile One platform are:

- Anytime, Anywhere and Anyhow delivery of citizen services
- To bring equality in service delivery, to bridge:
  - Socio economic divide
  - Language divide

- Literacy divide
- Services at the fingertips of citizens
- To Leverage and encourage innovation outside the Government by providing opportunity to entrepreneurs, innovators, startups, businesses, etc to reach out to citizens by providing various services through mobile platform.

## **2.2 Features of Karnataka Mobile One**

The following are the salient design features that make Karnataka Mobile One unique:

- Unified User Interface
- Service Delivery based User Profiling
- Intra operability between channels
- Device and operating system agnostic

## **3. Background**

The Karnataka Mobile One is in a continuous process of interacting and integrating various citizen centric, government & third party services that will be useful for the residents of Karnataka.

With this in mind, an Expression of Interest was published to discover more citizen centric services that can be integrated with the Karnataka MobileOne Platform, that are currently available with Private/3rd party providers and also to discover agencies that offer services similar to the ones already integrated.

Another expected outcome of this exercise was the assessment of the capabilities of organizations providing similar kind of services and the preparation of Integration guidelines as well as identifying Revenue/Business models for onboarding private services on Karnataka Mobile One's various service categories.

Based on the inputs obtained from the EoI process and as per the existing rules of the Government, a set of on-boarding guidelines shall be formulated. The integration

guidelines are detailed in this document. As per the guidelines, the selection of service providers for Mobile One project shall be taken up.

#### 4. Types of Services

Broadly, the following types of services are available on the MobileOne platform. Any of the services that will be on-boarded will fall under one of these types:

- **Bill payments:** Users can pay both Government and private bills like Electricity, Water, Traffic fines, post-paid connection bills etc.
- **Ticket/transportation booking:** Users can book KSRTC, IRCTC tickets as well as book cabs etc.
- **Banking/Lead Generation:** Users of MobileOne can register to avail certain services like Bank account opening, loans etc.
- **Booking:** Users can book appointments, resorts, holiday packages etc.
- **Status checking:** Users can check status of various applications and services like Sakala, Passport application, Speed-post etc.
- **Submission of Information/Data Capture:** Users can submit information to the service providers. Ex: Grievance redressal, field inspection etc.
- **Subscription to information:** Users can choose subscribe to information like weather alerts, neo-natal & post-natal vaccination information etc.

**Note:** The guidelines document does not cover those services which require modification/enhancement and hence add more features to the MobileOne platform itself. This document is limited to the services that will be provided over the existing platform.

## 5. Service Category Details

The following categories of services are available on Karnataka Mobile One platform:

Service category	Channels (Mode of Communication)
Push Informational Services	SMS & IVR
Pull Informational Services	SMS, IVR, Mobile web, Smart Client Apps
Payment Service	SMS, IVR, Mobile web, Smart Client Apps
Data Capture Service	USSD, IVR, Mobile web, Smart Client Apps
Third Party VAS	SMS, IVR, Mobile web, Smart Client Apps

The following payment instruments are supported by the Karnataka Mobile One platform:

- Credit Card
- Debit Card
- Net Banking
- IMPS



## **6. Integration Guidelines**

### **6.1 General**

#### **6.1.1. Generic**

The service provider agrees to provide the VAS service through the MobileOne platform and the delivery of the content of the VAS service to the customers. It is therefore understood that the service provider is utilizing the services offered by the MobileOne for the purpose of testing and providing its VAS service in the state of Karnataka directed at the residents of the state.

The Services offered by the MobileOne and availed by the service provider therefore function as a one stop shop service to the service provider, enabling the service provider to launch and deliver its VAS service through one single window provided by MobileOne, enabling the service provider to offer its VAS service to the end users through a multi-channel Offering, and utilize the multi-channel billing facilities offered by MobileOne.

The objective is to enable the VAS service on the mobile governance initiative of the Government of Karnataka, along with the various citizen centric services provided by the MobileOne which also integrate the service delivery system with the various national and state services.

All the Content of the VAS service shall be hosted on the service providers' servers.

This is a non-exclusive engagement. Both the service provider and MobileOne may engage in agreements with other parties on related projects without any consent or hindrance from each other.

The service provider agrees and understands that the MobileOne Platform may not be available/ perform to the fullest functionality throughout the term of engagement, and that the shortcomings in functionality in the platform may impact the availability of the VAS service to the customers. The service provider agrees and acknowledges that MobileOne will endeavor to correct/ fix such defects in functionality and endeavor that the platform is available for hosting/ deployment of the VAS service within such time as is possible.

The service provider must be a company registered in India under Indian Companies Act 1956 or Partnership Act 1932.

The service provider should not have been blacklisted for fraudulent practices by Central / State / UT Government.

The service provider should be in compliance with the provisions of the applicable laws, including but not limited to the Information Technology Act, 2000, and shall not infringe the rights of any third parties including rights in any form of intellectual property.

The service provider will grant CeG/Mobileone a limited, non-exclusive, sub-licensable, license to such trademarks/ logos used by the service provider in relation to the VAS service, during the Term and in the territory of India, for the purposes of this engagement including inter alia the delivery of the content of the VAS service to the residents of Karnataka. The service provider hereby agrees and undertakes that the trademarks/ logos used by the service provider in relation to the VAS service shall not infringe the rights of any third party including rights in any form of intellectual property, and shall not at any time expose CeG/MobileOne to civil or criminal proceedings.

Both the parties (MobileOne & the Service Provider) agree to appoint persons with the necessary skills and technical capabilities in order to assist the other party in

the integration of its systems and processes. It is hereby agreed and confirmed that the systems and processes under this engagement will be mutually integrated by the parties.

Neither Party shall use any intellectual property (including Marks) of the other party without the prior written permission of the other Party, save as provided expressly under the terms of this engagement.

### **6.1.2. Guidelines specific to Existing Services**

Both the parties (MobileOne & the Service Provider) agree to work together to make VAS services of the service provider available to the residents of Karnataka during the term, on the terms and conditions of this document.

Both the parties (MobileOne & the Service Provider) agree to sign a definitive Long Form Agreement, subject to the terms of this guidelines document.

Subsequently and in the event that both the Parties enter into a Long Form Agreement as stipulated above, the parties will continue to work together to enhance the VAS service for deriving maximum benefit of the collaborative effort put together by MobileOne & the service provider.

### **6.1.3. Guidelines specific to New Services**

Both the parties (MobileOne & the Service Provider) agree to incorporate changes that may be required during onboarding of new service.

Both the parties (MobileOne & the Service Provider) agrees and understand the project to be agile, and is open for any iteration to be reviewed and critiqued by the project team.

#### **6.1.4. Other Service Specific guidelines**

Any service specific conditions shall be discussed and finalized on a case by case basis. For ex: Promotion campaigns, Remittance timelines (T+1, T+2 etc.) and so on.

#### **6.1.5. Duration**

If selected for onboarding, the minimum engagement period shall be for one year, extensible on a year on year basis for a maximum period of 5 years.

#### **6.1.6. Sandbox environment**

The proposed service shall be evaluated in a sandbox/testing environment before being on-boarded. The service shall only be on-boarded if it passes the tests and complies with all the security requirements.

### **6.2 Commercials**

For onboarding with Government of Karnataka's Mobile Governance platform (MobileOne) the following commercial models are available for the service provider.

The model adopted shall be finalized after a mutual discussion and shall be decided on a case to case basis, based on, inter alia, the type and category of service being integrated, the charges levied on the end user.

### **6.2.1. Enablement Fee Based**

The service provider shall pay a one-time enablement cost towards the integration cost incurred by MobileOne. The rates have been discovered via an open tendering process based on the category of service.

There is also an Annual Maintenance Cost (AMC) associated with the enablement fee based model.

### **6.2.2. Transaction Fee Based**

The service provider shall pay a fixed commission for every transaction that takes place on the MobileOne platform. The rate shall be fixed based on the type of service and end user charges.

In case of cancellation initiated over the MobileOne platform (where the service was initially availed on MobileOne platform), the amount shall be refunded to the service provider including the commission. In case the service provider charges a cancellation fee, the commission shall be applicable on that amount and the same will need to be paid to MobileOne.

### **6.2.3. Hybrid Model**

This is a combination of enablement fee based model and the transaction based model.

Here the service provider shall pay a one-time enablement fee and also share transaction wise commission.

### **6.2.4. Others**

Service providers can propose a suitable business model for the service category they intend to integrate with MobileOne, if none of the above models are applicable.

The proposed model however, shall be evaluated and if found agreeable, shall be adopted.

**Note:**

- Both Parties will bear its own costs in integrating their systems to the other.
- Each Party will bear its own personnel costs.
- Unless otherwise specified, each party will bear the travel or out-of-pocket expenses incurred by its own personnel.
- The service provider shall bear the cost of any materials or collateral for training and education of MobileOne or any other Government consultants / employees deputed by CeG/MobileOne.
- Service provider shall bear the cost of any on-site training including travel and out-of-pocket expenses.

**6.2.5. Suspense account**

For the services that collect payment on behalf of the MobileOne platform, it is required that the service provider maintain a suspense account to cover one week of payments pertaining to the particular service being on-boarded.

**7. Roles and Responsibilities**

**7.1. CeG/MobileOne**

- i. Define policies and procedures for identifying the services / service categories to be on-boarded and integrated with the MobileOne platform.

- ii. Provide a testing and certification environment to the service provider for testing and certification of the VAS service to be on-boarded on the platform.
- iii. Provide access to necessary APIs as mutually agreed between CeG/MobileOne & service provider for successful integration of the VAS service with the MobileOne Platform and on-boarding of the VAS service on the MobileOne platform.
- iv. Provide periodic service usage related reports to the service provider.
- v. Provide connectivity to mobile governance environment to the service provider.
- vi. It is hereby agreed that CeG/MobileOne shall not at any time amend any and all trademarks/ logos used by the service provider in relation to the VAS service as incorporated by service provider.

## **7.2. Vendor/service Provider**

- i. Enable their VAS service for integration with the MobileOne Platform.
- ii. Keep MobileOne informed of any changes to the VAS service offered by the service provider from time to time.
- iii. Be responsible for operation and maintenance of VAS service to be offered by the Service provider on mobile governance platform, and ensure that the VAS service functions without any glitches/ bugs/ defects. The service provider shall ensure that the VAS service is available and functioning on a 24\*7 basis to the customers, and shall ensure that in the event of a glitch or defect in functioning at any time in the VAS service it shall rectify the same within a period of 24 hours from the detection of the glitch/ error. In case the service provider is unable to rectify the same in the stipulated time period, the service provider is required to forthwith notify MobileOne about the potential delay, causes for the delay and expected time to rectify the error. Delay in providing the services due to problems beyond the reasonable control of service provider will be considered by MobileOne, provided service provider makes all efforts to remove the delay.
- iv. Be responsible for arranging and managing the required content with the IPR / copyrights at its own cost. It is hereby agreed that the service provider shall be

solely responsible for the content of the VAS service and shall ensure that the same conforms to the purpose for which it is being provided. The service provider shall further ensure that the content of the VAS service is not of a nature which is likely to expose the CeG/MobileOne to civil/ criminal proceedings.

- v. Be responsible for the upgrade of the VAS service and underlying technology, service provider to keep MobileOne informed of the upgrades and changes to the technology platform as and when the same arise. The service provider shall be responsible for ensuring that the VAS service is compatible with the MobileOne platform and CeG/MobileOne shall not at any time be responsible for the same.
- vi. Provide the required training and documentation to MobileOne prior to the launch of the VAS service or prior to implementing changes in the live environment, as determined by CeG/MobileOne.
- vii. Be fully responsible for the VAS service offered by the service provider, and liable for any errors/ inaccuracies/ deficiencies in the Content of the VAS service.
- viii. Utilize the services only for the purpose of providing the VAS service and for no other purpose whatsoever.
- ix. To make sure that the VAS service are free of :
  - a) any vulgar, obscene, misleading, defamatory, libelous content;
  - b) any adverse, offensive, derogatory reference to corporations or brands, to any personality, living or dead, to communities, living or extinct, to any city, building or geographical feature or to any other entity, object, or circumstance that can be singularly or uniquely be identified in the world to any gender, to physical/racial attributes or any content which is lascivious or appeals to the prurient interest or the effect whereof is such as to tend to deprave or corrupt or slur or insult any entity or circumstance or content, or the presentation dissemination or disclosure whereof, infringes the rights, title or interest of any third party including rights in any form of any intellectual property or confidentiality obligation or opposes to the standards of morality or decency, or to public policy or to the internal code of conduct or other policies/guidelines adopted by the service provider and/or its affiliates, from time to time.



- x. Be responsible for any other activity for successful implementation and provisioning of the VAS service.

## **8. Termination**

- i. CeG/MobileOne shall be entitled to terminate the engagement with a service provider at any time without assigning any reason upon giving a written notice of thirty (30) days to the service provider. In the event of such a termination of engagement, CeG/MobileOne shall provide the service provider a period of 15 days within which to withdraw its VAS service and disassociate the same from the MobileOne.
- ii. CeG/MobileOne shall further be entitled to forthwith terminate the engagement with a service provider on the occurrence of any of the following-
  - 1. ASP breaches any of its representations, warranties, undertakings or obligations under this MOU which breach is not cured within the time period specified by CeG;
  - 2. ASP commits any act/ omission which are likely to injure the reputation/ goodwill of CeG;
  - 3. ASP is subject to insolvency, bankruptcy or winding up procedures or ceases to carry on its business.

In the event of such a termination of engagement, CeG/MobileOne shall be entitled to forthwith cease to make available the VAS service on the MobileOne platform.

- iii. In the event of the early termination of the engagement, the service provider shall forthwith return to CeG/MobileOne any and all materials/ content of CeG/MobileOne which may be in the possession of the service provider.

iv. Force Majeure:

Parties agree that there may be a failure or delay in the performance of any or all of the obligations of either Party under the terms of engagement due to a force majeure event affecting such Party (“Affected Party”), namely war, earthquake, flood, fire, act of God, any natural disaster, governmental or regulatory restriction, strikes, civil disturbance, riots, lockout, and any other event which is beyond the reasonable control of the Affected Party (“Force Majeure Event”). In the event of the happening of Force Majeure Event, the Affected Party will promptly inform the other Party and endeavor to mitigate the impact of such Force Majeure Event on the ability of the Affected Party to perform its obligations under this engagement. It is hereby agreed that in the event that the Force Majeure Event continues for a period of one (1) month or more, then either Party to this engagement shall have the right to forthwith terminate this engagement, without any liabilities accruing to the Affected Party.

**9. Contract/MoU draft**

<TBD>

**Please ensure to provide inputs on the following:**

- Business Models
  - Enablement Fee Based
  - Transaction Fee Based
  - Hybrid Model
  - Others
- Commercials
  - Suspense account/Rolling Deposit
  - Transfer of Money (T+1, T+2, etc)
  - Payment Timelines and Procedure
- Miscellaneous
  - Promotional Activities
  - Intellectual Properties