



## **National e-Governance Division (NeGD)**

*(Independent Business Division under Digital India Corporation, a Section-8 Company under Ministry of Electronics & Information Technology)*

### **Policy for “Agent Assisted Delivery of UMANG Services”**

*(UMANG - Unified Mobile Application for New-age Governance)*

**through Partners, on non-exclusive basis**

**Date: August 12, 2021**

## 1. Context & Background

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NeGD has developed UMANG Mobile app, a kind of government services mobile aggregation platform, delivering hundreds of Govt. services to the Nation through a single mobile app on Android, iOS and Web and some services on KaiOS. UMANG facilitates citizens with single-point access, through mobile, to various services of Central Government, State Governments, local bodies, their agencies and, even those from the private sector. NeGD desires to increase the reach of UMANG services to a larger user base through some assistive modes like agents or Human Assisted Platform.

## 2. Purpose

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Companies (*referred to as “Partner(s)” in this document*), interested in providing select UMANG Services through agents or human assisted platform to citizens and residents of India, may submit their proposal for consideration by NeGD on non-exclusive basis. The initial list of such services is enclosed as Annexure-II to the draft MoU published with this Policy document. The services can be offered to citizens/ residents in India after entering into an MoU (Memorandum of Understanding) with NeGD.

The proposal, aligned with the eligibility and other terms laid out in this Policy document and complete in all respect, can be submitted on any working day, addressed to President & CEO, National e-Governance Division (NeGD), 4<sup>th</sup> Floor, Electronics Niketan, CGO Complex, Lodhi Road, New Delhi-110003 or through email at [umang@digitalindia.gov.in](mailto:umang@digitalindia.gov.in). NeGD will scrutinize/ review such proposal and will respond within 4-6 weeks either with the approval or the deficiencies.

## 3. Eligibility Conditions

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The company should be incorporated in India under the Indian Companies Act, 1956 or 2013 OR LLP Act 2008 and subsequent amendments thereto OR registered as society, called as “**Entity**” henceforth in this document.

## 4. Duration and Commercials

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- 4.1 The period of non-exclusive agreement shall be 24-months (2-years). However, NeGD reserves the right to terminate the MoU with prior notice of 60 days.
- 4.2 Renewal or extension of the MoU can be considered for 2 years at a time, provided
  - i) The performance of the Entity is satisfactory
  - ii) There are no large scale complaints against the Entity from the users

- iii) Entity agrees to pay the charges as may be prescribed by NeGD as per the prevailing policy at the time of renewal
- 4.3 Charges/ Fees Applicable (exclusive of GST)
- 4.3.1 Connectivity Charges is the onetime fee for allowing integration with UMANG
    - i) “No connectivity charges” for private entities, as an introductory offer
    - ii) Charges not applicable, if the proposal is submitted by any Government (Central or State) Department or any other Government agency
  - 4.3.2 Recurring Annual Maintenance Charges applicable after one year of operations
    - i) “No maintenance charges” for private entities, as an introductory offer for the duration of the MOU
    - ii) *No maintenance charges for any Government agency*
  - 4.3.3 Transaction Charges based on service usage and/or API hits
    - i) “No transactions charges” to private entities, as an introductory offer for the duration of the MOU
    - ii) No transaction charges for any Government agency
  - 4.3.4 PBG (Performance Bank Guarantee)

Entity will have to furnish a PBG of Rs. 5 Lakh valid for 30 (24+6) months. The PBG shall be renewed every time with the MoU renewal. The Government agencies are exempted from requirement of the PBG.

NeGD reserves the right to terminate the introductory offer at any time; however, the proposals received during this period will be processed accordingly.

## **5. Other Terms & Conditions (T&C)**

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- 5.1. Appointment of Grievance/ Nodal Officer
- i) Entity shall require to appoint a “Grievance/ Nodal Officer” for handling and proper/ timely disposal of the complaints/ grievances of stakeholders, primarily the end-users.
  - ii) Name and contact details of such officer shall be published on the Entity’s website and displayed prominently at its service centers as well as on the ‘service receipts’ provided to the end-users.

- 5.2. Entity shall furnish the PBG, as per 4.3.4 above, within 15 days of Proposal approval by NeGD.
- 5.3. Entity shall sign the MoU (including Non-Disclosure Agreement) with NeGD within a month of Proposal approval by NeGD. However, integration with UMANG and MoU period shall start from the date of PBG submission.
- 5.4. In case of large scale complaints from users, particularly, of the nature of fraud/ cheating/ overcharging etc. the PBG may be forfeited
- 5.5. Entity may opt for any or all of the services from the list of services (*Annexure II to the draft MoU*) for delivery to end-users through assisted mode.
- 5.6. The list will be regularly updated with new services that shall be available on UMANG website.
- 5.7. NeGD will not levy any charge for these services to citizens and the Entity or its affiliates will also not levy any additional charge to citizens and service seekers for UMANG related services, except those that are already permissible for online services and printing of documents.
- 5.8. Entity shall submit an undertaking, signed by authorised signatory, that the Entity will take all possible measures to ensure smooth delivery of services through its authorized agents.
- 5.9. Entity shall ensure provisioning of selected/chosen UMANG services within 2-months from the effective date of MoU.
- 5.10. Entity shall be responsible for the marketing, advertising etc. of these services at its own cost.
- 5.11. NeGD shall be under no obligation (official & legal) to market & advertise the services chosen by the Entity for delivery in assisted mode.
- 5.12. NeGD will not be liable for any cost under any circumstances, whatsoever. However, at all such promotions, the official logo of UMANG and Digital India should be used.
- 5.13. Entity shall use UMANG front-end of NeGD to deliver selected/chosen services through its agents or Human Assisted Platform.
- 5.14. NeGD shall provide the “UMANG front-end” interface to the Entity through the integration layer to offer select services. Requirements of technical integration and other details between the platform of the Entity and UMANG are furnished in *Annexure-III to the draft MoU*.

- 5.15. NeGD reserves the right to provide the UMANG services on its own directly through UMANG web or UMANG mobile app on Android/ iOS/ KaiOS as is being done today or through AI based Chat/Voice BoT as is planned or to enter into MoU with other service providers/ companies for providing similar services in any state/UT or the whole country or in other countries from time to time in future without any restriction on number of such providers.
- 5.16. Entity and its associates/ agents shall comply with the “Do’s & Don’ts” furnished in Annexure-I.

## **6. List of documents to be submitted with Proposal**

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- 6.1. ‘Certificate of Incorporation’ of the Company or ‘Registration Certificate’ as Society
- 6.2. Copies of the ‘Article of Association’ & ‘Memorandum of Association’.
- 6.3. List of Directors including their names(s) and address(es) along with contact telephone numbers, DIN of each director & CIN of the company.
- 6.4. Certified true copy of Board’s/ Management’s resolution in favour of authorized signatory.
- 6.5. Specimen signature of the authorized official duly attested by company’s or authorized signatory’s Banker.
- 6.6. List of UMANG services, which the Entity wants to provide to end users through UMANG platform; (*Annexure II to the draft MoU*)
- 6.7. Details of “Convenience Fee” (*should be nominal*), if proposed any, to cover the cost of agent/ assistance in services delivery, to be charged from end user(s), shall be furnished with the proposal.
- 6.8. Contact details i.e. name, email id, phone no., mobile no., fax no. of a responsible person, ‘Single Point of Contact (SPOC)’ for liaising in this matter.
- 6.9. Contact details i.e. name, email id, phone no., mobile no., fax no. of the “Grievance/ Nodal Officer” according to clause 5.1 of this document. This person can also act as the SPOC, as required in clause 6.8 and 7.2(v), but this must be clearly mentioned in the proposal.
- 6.10. Solution deployment plan.

### **Notes:**

- a) *All above documents should be on the Entity’s letterhead, signed and stamped by the authorized signatory for this empanelment.*

## **7. Roles and Responsibilities of Parties (NeGD & The Entity)**

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### **7.1 Responsibilities of NeGD**

- i) UMANG team to provide UMANG front-end interface to the Entity through integration layer for various services to be delivered.
- ii) UMANG team to ensure complete control over all the data exchanged in the communication from UMANG services through the Entity’s platform. This includes data validation, transmission, tracking & reporting which streamlines communication with the Entity.
- iii) UMANG O&M Support Team to notify Entity for any planned and unplanned downtime.
- iv) To coordinate and provide necessary support and ensure help in integration of UMANG Portal with that of the Entity’s.
- v) To provide all information and details, as required, for reconciliations with the Entity’s transactions.

### **7.2 Responsibilities of the Entity**

- i) Ensure compliance to UMANG Privacy Policy (*refer to Annexure-IV to the draft MoU*), UIDAI guidelines and all related regulations as applicable for the services delivered through UMANG
- ii) Ensure that the users availing service through Entity’s agents or Human Assisted Platform are treated at par with the ones accessing directly through UMANG/ department’s mobile app/website, in every aspect, particularly, quality of service delivery, SLA and complaints/grievance resolution.
- iii) Entity to ensure the protection of data against unauthorized access, modification, destruction, loss, disclosure, or transfer, whether accidental or intentional.
- iv) Entity to ensure that the end-users are not charged anything for the delivery of UMANG services through its platform, since UMANG is providing its services at no cost basis.
- v) Entity to assign a Single Point of Contact (SPOC) for all business & technical support for UMANG.
- vi) To coordinate and provide necessary support and ensure help in integration of UMANG portal with that of the Entity’s.
- vii) Entity can collect charges from end users or citizens for services as per rates decided by it, which shall not be more than the rates prescribed by any statutory authorities for services delivery, if any. It is reiterated that there

should be no additional costs for UMANG services, as NeGD is providing UMANG services free of cost.

## 8. Confidentiality

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8.1 The Entity shall hold in trust any confidential information received from NeGD or end-users/ citizens or any other stakeholder. The Entity shall specifically ensure not to disclose the confidential information to any third party during and after the currency of the MoU.

“Confidential Information” shall include all information or data, whether electronic, written or oral, relating to disclosing NeGD’s (*including end-users/ citizens & other stakeholder*) business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, research and development, trade names, personal data, sensitive personal data, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, aggregates, guidelines, processes, formulae, source code materials, specifications, programs, software packages/ codes, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature, that is supplied by the disclosing Party to receiving Party or otherwise acquired/ accessed by the other Party during the course of dealings between the Parties or otherwise in connection with the purpose (*of services delivery is assisted mode*). Confidential Information may also include the Confidential Information of disclosing Party’s clients, licensors, alliances, contractors and advisors.

“Personal Data” and “Sensitive Personal Data” shall have the meaning as ascribed to them as per applicable laws of India and as amended from time to time.

8.2 The confidentiality obligations set out in clause 8.1 above shall not apply concerning the following set of Information:

- i) which was in the public domain prior to the Entity having entered into the MoU.
- ii) is released from the confidentiality with the written consent of disclosing Party
- iii) which was obtained from a third party with no known duty to maintain its confidentiality; or
- iv) is required to be disclosed by applicable laws, judicial, administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, receiving Party shall, to the extent permitted by law,

give disclosing Party, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment.

Disclosing Party shall have the burden of proving hereinabove (i to iv) applicable to the confidential Information in its possession.

## **9. Indemnification**

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The Entity shall ensure to protect, defend, indemnify and hold harmless NeGD and its employees, officers, directors, agents or representatives from and against any liabilities, damages, fines, penalties and costs (including legal fees and disbursements) arising from or relating to:

- i) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to the Entity;
- ii) Any breach of the MoU terms and conditions by the Entity;
- iii) Any claim of infringement of any intellectual property right or any other right of any third party or of law by the Entity;
- iv) Any claim made by any third party arising out of the use of the services and arising in connection with interruption or degradation of service to NeGD’s users caused solely by the Entity;

This clause shall survive the termination or expiry of the MoU.

## **10. Directions/ Guidelines from Licensor/ Regulator OR any Government Statutory Body**

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NeGD shall have the right to direct, to warn, to block the services for the Entity or terminate the MoU after considering any report of conduct or antecedents detrimental to the interests of NeGD/ MeitY/ UMANG or its users. The decision of NeGD in this regard, following Government of India directions, shall be final and binding. In any case, the Entity shall bear all liabilities in the matter and keep NeGD informed for all claims, cost, charges or damages in this respect.

Following TRAI Directions, no messages or calls shall be made to the users who have registered for DND (Do Not Disturb) and not registered for UMANG.

## **11. Arbitration**

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In the event of any question, dispute or difference arising under the MoU or in connection therewith (except as to the matters, the decision to which is specifically

provided under this MoU), the same shall be referred to the sole arbitration of the President & CEO, NeGD, New Delhi.

Or

In case his/ her designation is changed, or his/ her office is abolished, then to the sole arbitration of the officer for the time being entrusted (whether in addition to his duties or otherwise) with the functions of the President & CEO, NeGD.

Or

By whatever designation such an officer may be called (hereinafter referred to as the said officer)

And

If the President & CEO, NeGD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Secretary, MeitY or the said officer. The MoU to nominate an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the Arbitrator is a MeitY/ NeGD resource or that he/ she has to deal with the matter to which the MoU relates or that in the course of his/ her duties as a MeitY/ NeGD resource he/she has expressed his/her views on all or any of the matters in dispute. The award of the Arbitrator shall be final and binding on both the parties to the MoU. In the event of such an arbitrator to whom the matter is referred initially, being transferred or vacating his/her office or being unable to act for any reason, whatsoever, the President & CEO, NeGD or the said officer shall appoint another person to act as an arbitrator following the terms of the MoU and the person so appointed shall be entitled to proceed from the stage at which his/ her predecessors left it.

The Arbitrator may from time to time, with the consent of both the parties, enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the office premises of the Arbitrator or such other places as the Arbitrator may decide.

## 12. Miscellaneous

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- 12.1 **Force Majeure:** In the event of delay in fulfilment of or non-fulfilment of any of the terms and conditions of this MoU due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities or any other cause beyond the control of the affected Party, etc., neither Party shall be held responsible for any

loss or damage or delay in fulfilment or non-fulfilment due to Force Majeure reasons.

- 12.2 **Intellectual Property (IP):** Each Party owns and will continue to own all rights, title and interest in and to the intellectual property rights/interest that it holds prior to the MoU or which each Party created or acquired independently of its obligations pursuant to the MoU.
- 12.3 **Privacy:** Each Party represents that it shall abide by the statutory laws pertaining to Data Privacy as applicable in India and as amended from time to time. Each Party affirms that the Data as per the terms of the MoU shall at all times remain within the territorial Jurisdiction of India only.
- 12.4 **Publicity:** Partner shall not use the trademarks and/or IPR (Intellectual Property Right) of NeGD without the prior written consent of NeGD, except for promotion of the assisted services delivery through its agents. Partner shall not publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to the MOU or the business of the Parties without prior reference to and approval in writing from NeGD. Also, the content of any publication shall be agreed and approved by NeGD before any public sharing and dissemination. However, services of the Partner may be promoted on UMANG mobile app or website or otherwise by NeGD at the discretion of NeGD.

### 13. Submission of Proposal

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This policy is open ended. NeGD reserves the right of periodic review of the entire policy or any elements thereof based on its needs.

Interested and eligible companies, who are willing to provide service for specific State/UT(s) or all States/UTs, may submit their proposals along-with all the requisite documents as per clause 4 above, on any working day to:-

President & CEO,  
NeGD, Ministry of Electronics & IT  
4th Floor, Electronics Niketan, 6 CGO Complex,  
Lodhi Road, New Delhi-110003

And email to: [umang@digitalindia.gov.in](mailto:umang@digitalindia.gov.in)

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**Do's and Don'ts for the Company & the VLEs/ Agents**

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**A. For Agents/VLEs (Village Level Entrepreneur):**

**Do's**

1. Communicate all relevant information to customer including fees, charges and transaction limits, terms and conditions for the service
2. Brief user about the services and process of applying for the particular services including documents requirement.
3. Pay attention to the customer and clear all their doubts and queries with the best effort.
4. Total applicable service charges including the convenience fee must be communicated to the user prior to providing the service to the user.
5. Give receipt of the money charged
6. Take only those details from the user which are necessary for delivery of the asked services at that moment and protect the physical security of user data/documents.
7. Ensure to return all hardcopies or delete the scanned copies of the documents taken from the user.
8. Ensure to demonstrate or confirm the user that VLEs/Agent has logged out from their account(s), if any.
9. Any dispute or transaction errors at the counter shall be resolved or raised to the grievance officer of the company before the Customer leaves the counter.
10. Properly control access to your work areas and computers.
11. In your shop/establishment limit access to information, strictly to those with a legitimate official/ business reason for seeking that information
12. VLEs shall at all times comply with instructions, directions, guidelines and policies issued by NeGD through the agency, from time to time relating to the performance and their obligations.
13. Follow all the advisories provided by NeGD from time to time at the respective page of services in the UMANG portal/mobile app.
14. Personal dignity, privacy, and personal rights of every individual should be maintained.
15. Maintain honesty and transparency at every stage of delivering the Services.

**Don'ts:**

1. Do not keep data/record/documents shared by the user in any form.

2. Do not store user personal information on your device and do not misuse the identity of any customer in any form.
3. Do not use data shared by the user for any other purpose except for delivering the asked service at that moment.
4. Do not overcharge the user
5. Do not indulge in any fraudulent activity.
6. Do not mislead or use user vulnerability for illegal purposes.
7. Do not discriminate, harass or offend any user by any means.
8. Do not disclose the username and password to anyone.
9. Do not share sensitive financial details, like password, etc through email
10. Do not indulge in trade of any product or service, which is not in compliance with the applicable laws and regulations of Government of India or States or Municipalities.

## **B. For Agency/Company:**

### **Do's:**

1. Ensure to provide UMANG reference links and UMANG promotional content on agency/company websites.
  - Android- <https://play.google.com/store/apps/details?id=in.gov.umang.negd.g2c>
  - iOS - <https://apps.apple.com/in/app/umang/id1236448857>
  - Website - <https://web.umang.gov.in/>
2. Prominently display the below information at each center and at the Entity's website:
  - all services, offered in assisted mode, are also available on UMANG mobile app & web **FREE OF COST** in self-use mode.
  - UMANG can be downloaded by giving a missed-call on <9718397183> OR from the play store & app store link on UMANG website at <https://web.umang.gov.in/landing/>
  - Convenience Fees applicable for different categories/ groups of services
  - Charges are applicable only for 'Assisted Mode' to cover the VLE cost for providing assistance
  - Name and contact details (mobile/telephone number, email id, postal address) of the Entity's Grievance Officer & Nodal Officer
  - Above information and customer grievance redressal policy and the complaint redressal mechanism shall also be displayed on the Entity's website.
3. Have monitoring mechanism for behavior of all agents and hold them accountable for their actions / inactions
4. Be responsive to users' complaints/ suggestions and feedback.

5. Have a grievance redressal mechanism and policy which includes appointment of nodal officers to record and manage such grievances/complaints, and give summary report of such grievances to NeGD in a periodic manner.
6. Resolve the customer grievances and further take appropriate corrective action for systemic improvement or take necessary action including warning, show cause notice, penalty or suspension of services based on severity of violations against the concerned officials/VLEs/agents based on severity of the grievance/complaint.
7. Perform surprise visits to observe the adherence to NeGD guidelines and to monitor the customer satisfaction/ information and specifically about overcharging and user data confidentiality.
8. Transparently inform users of applicable charges for each service.
9. Train the agents periodically for the latest updates or upgrades of the services on UMANG and to handle the users sensitively and with empathy.
10. At all times comply with instructions, directions, guidelines and policies issued by NeGD.

**Don'ts:**

1. Do not indulge in any unlawful activity which include financial matters such as overcharging or misleading users, keeping and misusing users sensitive data/ records such as user credentials, users financial data, personal documents etc.
2. Do not harvest users data for any other business/ purpose.
3. Do not mislead any user in any way.
4. Do not spam the users later on for unnecessary promotions of any other service or product.
5. Do not indulge in any type of malpractices affecting users or reputation of NeGD/ MeitY/ Government.