

Government of India
Ministry of Communications and Information Technology
Department of Telecommunications
Sanchar Bhawan, 20 Ashoka Road, New Delhi-110 001.

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SUB: GUIDELINES FOR UNIFIED ACCESS SERVICES LICENCE.

Consequent to opening of Internet Telephony and merger of Chennai & Tamilnadu Service Area, following are the broad Guidelines for grant of Unified Access Services Licence in a Service Area.

1. The applicant must be an Indian company, registered under the Indian Companies Act'1956.
2. The applicant company shall submit the application in duplicate in the prescribed Application form enclosed as (Annexure-III), for each Service Area separately.
3. The applicant company can apply for Licence in more than one service area subject to fulfillment of all the conditions of entry.
4. The applicant company shall pay a processing fee along with the application (Two copies) of Rs. 15,000/- in the form of Demand Draft/Pay Order from a Schedule Bank payable at New Delhi issued in the name of Pay & Accounts Officer (Headquarter) DOT and the same shall not be refunded for any reason whatsoever.

5.0

- 5.A The total composite foreign holding including but not limited to investments by Foreign Institutional Investors (FIIs), Non-resident Indians (NRIs), Foreign Currency Convertible Bonds (FCCBs), American Depository Receipts (ADRs), Global Depository Receipts (GDRs), convertible preference shares, proportionate foreign investment in Indian promoters/investment companies including their holding companies, etc., herein after referred as FDI, will not exceed 74 per cent.

The 74 per cent foreign investment can be made directly or indirectly in the operating company or through a holding company and the remaining 26 per cent will be owned by resident Indian citizens or an Indian Company (i.e. foreign direct investment does not exceed 49 percent and the management is with the Indian owners). It is clarified that proportionate foreign component of such an Indian Company will also be counted towards the ceiling of 74%. However, foreign component in the total holding of Indian public sector banks and Indian public sector financial institutions will be treated as 'Indian' holding. The licensee will be required to disclose the status of such foreign holding and certify that the foreign investment is within the ceiling of 74% on a half yearly basis.

- 5.B The majority Directors on the Board including Chairman, Managing Director and Chief Executive Officer (CEO) shall be resident Indian citizens. The appointment to these positions from among resident Indian citizens shall be made in consultation with serious Indian investors. Serious investor has been defined below in para 5.G(ii).
- 5.C The Share Holder Agreements (SHA) shall specifically incorporate the condition that majority directors on the Board including Chairman, Managing Director and Chief Executive Officer (CEO) shall be resident Indian citizens and shall also envisage the conditions of adherence to Licence Agreement.
- 5.D FDI upto 49 per cent will continue to be on automatic route. Foreign Investment Promotion Board (FIPB) approval shall be required for FDI in the licensee company/Indian promoters/investment companies including their holding companies if it has a bearing on the overall ceiling of 74 per cent. While approving the investment proposals, FIPB shall take note that investment is not coming from unfriendly countries.
- 5.E The investment approval by FIPB shall envisage the conditionality that Company would adhere to licence Agreement.
- 5.F FDI shall be subject to laws of India and not the laws of the foreign country/countries.

- 5.G (i) There shall be a non-obstante clause in the licence which confers powers upon the licensor to cancel the licence under certain defined circumstances.
- (ii) In order to ensure that at least one serious resident Indian promoter subscribes reasonable amount of the resident Indian shareholding, such resident Indian promoter shall hold at least 10 per cent equity of the licensee company.
- (iii) The Company shall acknowledge compliance with the licence agreement as a part of Memorandum of Association of the Company. Any violation of the licence agreement shall automatically lead to the company being unable to carry on its business in this regard. The duty to comply with the licence agreement shall also be made a part of Articles of Association.
- (iv) Chief Technical Officer (CTO)/Chief Finance Officer (CFO) shall be resident Indian citizens. The Licensor can also further notify key positions to be held by resident Indian citizens.
- (v) The Company shall not transfer the following to any person/ place outside India:-
- (a) any accounting information relating to subscriber (except for roaming/billing) (Note: it does not restrict a statutorily required disclosure of financial nature) ;
 - (b) user information (except pertaining to foreign subscribers using Indian Operator's network while roaming); and
 - (c) details of their infrastructure/network diagram except to telecom equipment suppliers/manufacturers who undertake the installation, commissioning etc. of the infrastructure of the licensee Company on signing of non-disclosure agreement.
- (vi) The Company when entering into roaming agreements with service providers outside India must provide, on demand, the list of such users (telephone numbers, in case of foreign subscribers using Indian Operator's network while roaming).

- (vii) The Company must provide traceable identity of their subscribers. However, in case of providing service to roaming subscriber of foreign Companies, the Indian Company shall endeavor to obtain traceable identity of roaming subscribers from the foreign company as a part of its roaming agreement.
- (viii) No traffic (mobile and landline) from subscribers within India to subscribers within India shall be hauled to any place outside India. For this purpose, the location of satellites serving for domestic traffic shall not be treated as outside India.
- (ix) No Remote Access (RA) shall be provided to any equipment manufacturer or any other agency out side the country for any maintenance/repairs by the licensee. However, RA may be allowed for catastrophic software failure (such as failure to boot up etc.) which would lead to major part of the network becoming non-functional for a prolonged period, subject to meeting the following conditions:-
 - (a) An identified Government agency (Intelligence Bureau) will be notified, when RA is to be provided.
 - (b) Remote Access password is to be enabled for a definite period only and only for access from pre-approved locations of the Original Equipment Manufacturer (OEM) Vendors and only for the equipments specifically under repair/maintenance.
 - (c) The control of Remote Access i.e. activation, transfer of data, termination etc. shall be within the country and not at a Remote location, abroad.
 - (d) The Government agency will be given all support to record the transactions for on-line monitoring.
 - (e) Any equipment or software that forms part of the overall monitoring shall not be permitted to have remote access under any circumstances.

- (f) The terms catastrophic software failure, major part of the network, and prolonged period used under this clause shall be defined by Licensor from time to time.
- (x) It shall be open to the Licensor to restrict the Licensee Company from operating in any sensitive area from the National Security angle.
- (xi) In order to maintain the privacy of voice and data, monitoring shall only be upon authorisation by the Union Home Secretary or Home Secretaries of the States/Union Territories.
- (xii) For monitoring traffic, the licensee company shall provide blind access of their network and other facilities as well as to books of accounts to the security agencies.
- (xiii) In case of not adhering to Licence conditions envisaged in para 5.G, the licence(s) granted to the company shall be deemed as cancelled and the licensor shall have the right to encash the performance/financial bank guarantee(s) and the licensor shall not be liable for loss of any kind.

5.1 The conditions at paras 5.A to 5.G above shall also be applicable to the existing companies operating telecom service(s), which had the FDI cap of 49%.

- 6 The detail of non-refundable Entry fee, Category of service area, Financial bank guarantee , performance bank guarantee, Networth and Paid up equity capital required under the Unified Access Services Licence for each service area is as per Annexure-I. The prescribed paid-up equity capital shall be maintained during currency of the licence.
- 7 The licence for Unified Access Services shall be issued on non-exclusive basis, for a period of 20 years, extendable by 10 years at one time within the territorial jurisdiction of a licensed Service Area.
- 8 No single company/ legal person, either directly or through its associates, shall have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely; Basic, Cellular and Unified Access Service. 'Substantial equity' herein will mean 'an equity of 10% or more'. A promoter company/ Legal person cannot have stakes in more than one LICENSEE Company for

the same service area. A certificate to this effect shall be provided by the applicant's company Secretary alongwith application.

- 9 The applicant company shall have a minimum paid up equity capital of the amount indicated in Annex-I for the respective Service Area on the date of the application and shall submit a certificate to this effect shall be provided by the applicant's company Secretary alongwith application.
- 10 The applicant and promoters of applicant company should have a combined net-worth of amount as detailed in the Table below:

Net-worth	Total Minimum Net-worth required
Rs.30 Crores for each Category C Service Area Rs.50 Crores for each Category B Service Area Rs.100 Crores for each Category A Service Area	$100 X + 50 Y + 30 Z$ where X, Y & Z is respectively the Number of A, B & C Service Areas for which either LOI/ Licence have been issued or applied for in the name of applicant.

The net-worth of only those promoters shall be counted who have at least 10% equity stake or more in the total equity of the company. Here network shall mean as the sum total, in Indian Rupees, of paid up equity capital and free reserves. While counting Net-worth the foreign currency shall be converted into Indian Rupees at the prevalent rate indicated by the Reserve Bank of India as on the date of Application received. The minimum network & paid-up capital shall be maintained during currency of the Licence

- 11 Licences shall be issued without any restriction on the number of entrants for provision of Unified Access Services in a Service Area.

12 SCOPE OF THE LICENCE:

(a)(i) The Unified Access Services cover collection, carriage, transmission and delivery of voice and/or non-voice MESSAGES over LICENSEE's network in the designated SERVICE AREA and includes provision of all types of access services.

Access service provider can also provide Internet Telephony , Internet Services and Broadband Services. If required , access service provider can use the network of NLD/ILD service licensee. In addition to this, except those services listed in para 12(b)(i) licensee cannot provide any service / services which require a separate licence. The access service includes but not limited to wireline and / or wireless service including full mobility, limited mobility as defined in clause 12 (c) (i) and fixed wireless access. However, the licensee shall be free to enter an agreement with other service provider(s) in India or abroad for providing roaming facility to its subscriber under full mobility service unless advised / directed by Licensor otherwise. The LICENSEE may offer “ Home Zone Tariff Scheme (s)” as a subset of full mobile service in well defined geographical Areas through a tariff of its choice within the scope of orders of TRAI on the subject. Numbering and interconnection for this service shall be same as that of Full mobile subscribers.

(a) (ii) Leased circuit is defined as virtual private network (VPN) using circuit or packet switched (IP Protocol) technology apart from point to point non-switched physical connections/ transmission bandwidth . Public network is not to be connected with leased circuits/ CUGs.

(a) (iii) The access service providers can provide broadband services including triple play i.e. voice, video & data.

(b) (i). Further, the LICENSEE can also provide Voice Mail, Audiotex services, Video Conferencing, Videotex, E-Mail , Closed User Group (CUG) facilities over its network to the subscribers falling within its SERVICE AREA on non-discriminatory basis. The Licensee cannot provide any service except as mentioned above, which require a separate licence. However, an intimation before providing any other VALUE ADDED SERVICE has to be sent to the LICENSOR and TRAI.

(ii) No separate Entry Fee shall be charged for Voice Mail / Audiotex, Video Conferencing, Videotex, E-Mail service provided by the LICENSEE. However, all the revenue earned by the LICENSEE through these service shall be counted towards

the revenue for the purpose of paying LICENCE Fee under the LICENCE AGREEMENT.

(c) (i) In respect of subscriber availing limited mobility facility, the mobility shall be restricted to the local area i.e. Short Distance Charging Area (SDCA) in which the subscriber is registered. While deploying such systems, the LICENSEE has to follow the SDCA based linked numbering plan in accordance with the National Numbering Plan of the respective SDCA within which the service is provided and it should not be possible to authenticate and work with the subscriber terminal equipment in SDCAs other than the one in which it is registered. Terminal of such subscriber in wireless access system can be registered in only one SDCA. Multiple registration or Temporary subscriber/ Subscription facilities in more than one SDCA using the same Subscriber terminal in wireless access systems is not permitted and the same Subscriber Terminal can not be used to avail Limited Mobile facility in more than one SDCA. The system shall also be so engineered to ensure that hand over of subscriber does not take place from one SDCA to another SDCA under any circumstances, including handover of the calls through call forwarding beyond SDCA. The Licensee must ensure that the mobility in case of such limited mobile service/ facility remains restricted to SDCA.

(d). In case of Fixed Wireless in Local Loop service, the terminal used for fixed wireless services should be strictly confined to the premises of the subscriber where the telephone connection is registered.

13 The applicant will be required to pay one time non-refundable Entry Fee based on the Letter of Indent (LOI) before signing the Licence Agreement, as per annexure-I.

14 In addition to the non refundable Entry fee described above, the Licensee shall also pay Licence fee annually @ 10/8/6% of **Adjusted Gross Revenue (AGR) for category A/B/C service areas respectively** excluding spectrum charges.

- 15 Licence Fee shall be payable in four quarterly installments during each financial year (FY). Quarterly installment of licence fee for the first three quarters of a financial year shall be paid within 15 days of the completion of the relevant quarter. This Fee shall be paid by the LICENSEE on the basis of actual revenue (on accrual basis) for the quarter, duly certified with an affidavit by a representative of the LICENSEE, authorized by the Board Resolution coupled with General Power of Attorney. However, for the last quarter of the financial year, the LICENSEE shall pay the Licence Fee by 25th March on the basis of expected revenue for the quarter, subject to a minimum payment equal to the actual revenue share paid of the previous quarter.
- 16 Any delay in payment of Licence Fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 2% above the Prime Lending Rate (PLR) of State Bank of India existing as on the beginning of the financial year (1st April) in respect of the licence fees pertaining to the said financial year. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purpose of calculation of interest.
- 17 In case, the total amount paid on the self-assessment of the LICENSEE as quarterly LICENCE Fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable LICENCE Fee, it shall attract a penalty of 50% of the entire amount of short payment. This amount of short payment along with the penalty shall be payable within 15 days of the date of signing the audit report on the annual accounts, failing which interest shall be further charged as per terms of Condition in above para-16. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed.
- 18 The Fee/royalty payable towards (Wireless Planning and Coordination Wing(WPC)) WPC Charges shall be payable at such time(s) and in such manner as the WPC Wing of the DoT may prescribe from time to time.

- 19 The LICENSEE shall pay spectrum charges in addition to the Licence Fees on revenue share basis as notified separately from time to time by the WPC Wing. However, while calculating 'AGR' for limited purpose of levying spectrum charges based on revenue share, revenue from wireline subscribers shall not be taken into account.
- 20 Further royalty for the use of spectrum for point to point links and other access links shall be separately payable as per the details and prescription of Wireless Planning & Coordination Wing. The fee/ royalty for the use of spectrum /possession of wireless telegraphy equipment depends upon various factors such as frequency, hop and link length, area of operation and other related aspects etc. Authorization of frequencies for setting up Microwave links by Licensed Operators and issue of Licenses shall be separately dealt with WPC Wing as per existing rules.
- 21 The Fees, charges and royalties for the use of spectrum and also for possession of Wireless Telegraphy equipment shall be separately securitised by furnishing FBG of an amount equivalent to the estimated sum payable annually in the proforma annexed, to WPC, valid for a period of one year, renewable from time to time till final clearance of all such dues.
- 22 The applicant company shall submit Financial Bank Guarantee (FBG) of amount equal to Rs. 50, 25 and 5 Crores for category 'A' 'B' & 'C' service areas respectively before the date of signing the licence agreement in the prescribed Proforma given in the Licence Agreement. Initially, FBG shall be valid for a period of one year and shall be renewed from time to time for such amount as may be directed by the Licensor. The applicant shall also submit Performance Bank Guarantees (PBG) of amount equal to Rs. 20, 10 and 2 Crores for category 'A' 'B' & 'C' service areas respectively in the prescribed Proforma given in the Licence Agreement before signing the licence. PBG shall be valid for a period of three year and shall be renewed from time to time. FBG and PBG must be from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee.
- 23 The application shall be decided, so far as practicable, within 30 days of the submission of the application and the applicant company shall be informed

accordingly. In case the applicant is found to be eligible for grant of licence for UNIFIED ACCESS Service an Letter of Intent (LOI) will be issued. The applicant shall be required to deposit Entry Fee and submit Bank Guarantees / other documents and sign the licence agreement within a period as mentioned in the letter(LOI) from the date of issue of the letter (LOI) failing which the offer of grant of licence shall stand withdrawn at the expiry of permitted period.

24 In case the applicant is found to be not eligible for the grant of licence for UNIFIED ACCESS service the applicant shall be informed accordingly. Thereafter the applicant is permitted to file a fresh application if so desired.

25 LICENSEE shall ensure “Roll-out obligations” that

- (i) Atleast 10% of the District Headquarters (DHQs) will be covered in the first year and 50% of the District Headquarters will be covered within three years of effective date of Licence.
- (ii) The choice of District Headquarters/towns to be covered and further expansion beyond 50% District Headquarters/towns shall lie with the Licensee depending on their business decision.
- (iii) There is no requirement of mandatory coverage of rural areas.

26 On completion of one year from the effective date of Licence and meeting the coverage criteria stipulated for first year,the PBG shall be reduced to Rs.10/5/1 crores for category ‘A’/’B’/’C’ service areas on self-certification provided by the Licensee. Further on fulfilling the roll out obligations as stipulated in clause 34 of Licence agreement, the balance PBG shall be released on receipt of test certificate / test certificates issued by TEC in respect of coverage.

27 The LICENSEE shall be responsible for, and is authorized to own, install, test and commission all the Applicable system for providing the Unified Access Services under this Licence agreement.

28 The LICENSEE shall commission the Applicable Systems within one year from the effective date of the Licence. The date of Test Certificate issued by Telecom Engineering Centre of DOT will be reckoned as the date of commissioning the service

for the purpose of calculating liquidated damage charges in terms of Condition 35 Part V. However, the LICENSEE may start providing service to customers at any time without the need of specific approval of the Licensor.

- 29 **Liquidated damages:**In case the LICENSEE fails to bring the Service or any part thereof into commission (i.e., fails to deliver the service or to meet the required coverage criteria/ network roll out obligations) within the period prescribed for the commissioning, the Licensor shall be entitled to recover LD charges @ Rs. 5 Lakh (Rupees: Five Lakhs) per week for first 13 weeks; @ Rs 10 lakhs for the next 13 weeks and thereafter @ Rs. 20 lakhs for 26 weeks subject to a maximum of Rs. 7.00 crores. Part of the week is to be considered as a full week for the purpose of calculating the LD charges. For delay of more than 52 weeks the Licence may be terminated under the terms and conditions of the Licence agreement. The week shall mean 7 Calendar days from (from midnight) Monday to Sunday; both days inclusive and any extra day shall be counted as full week for the purposes of recovery of liquidated damages.
- 30 The Licensor may also impose a financial penalty not exceeding Rs. 50 crores for violation of terms and conditions of licence agreement This penalty is exclusive of Liquidated Damages as prescribed above.
- 31 Change in the name of the Licensee company shall be permitted in accordance with the provisions under the Indian Companies Act, 1956.
- 32 The Licence shall be governed by the provision of Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act, 1933 and Telecom Regulatory Authority of India Act, 1997 as modified or replaced from time to time.
- 33 Licensee shall make its own arrangements for all infrastructures involved in providing the service and shall be solely responsible for installation, networking, operation and commissioning of necessary equipment and systems, treatment of subscriber complaints, issue of bills to its subscribers, collection of its component of revenue, attending to claims and damages arising out of his operations.
- 34 The applicant company shall make its own arrangements for Right of Way (ROW). However, the Central Government has issued necessary notification conferring the requisite powers upon the licensee for the purposes of placing telegraph lines under Part III of the Indian Telegraph Act'1885. Provided that non-availability of the ROW

or delay in getting permission / clearance from any agency including WPC delay shall not be construed or taken as a reason for non-fulfillment of the Rollout obligations.

- 35 The Licensee shall provide the details of the technology proposed to be deployed for operation of the service. The technology should be based on standards issued by ITU/TEC or any other International Standards Organization/ bodies/Industry. Any digital technology having been used for a customer base of one lakh or more for a continuous period of one year anywhere in the world, shall be permissible for use regardless of its changed versions. A certificate from the manufacturers about satisfactory working for a customer base of one lakh or more over the period of one year, shall be treated as established technology.
- 36 The subscriber terminals employed in the network shall be of a type/ model certified by an internationally accredited agency with respect to ITU/ETSI/TEC/ International standardization bodies such as 3GPP/3GPP-2/ETSI/IETF/ANSI/EIA/TIA/IS or any other international standard as may be approved by the Government. . Only such category of subscriber unit as has been granted such a certificate shall be brought into and operated within India under this Agreement. The mode of ownership of subscribers' terminal equipment will be at the option of the subscriber.
- 37 For wireless operations in SUBSCRIBER access network, the frequencies shall be assigned by WPC wing of the Department of Telecom from the frequency bands earmarked in the applicable National Frequency Allocation Plan and in coordination with various users. Initially a cumulative maximum of upto 4.4 MHz + 4.4 MHz shall be allocated in the case of TDMA based systems @ 200 KHz per carrier or 30 KHz per carrier or a maximum of 2.5 MHz + 2.5 MHz shall be allocated in the case of CDMA based systems @ 1.25 MHz per carrier, on case by case basis subject to availability. While efforts would be made to make available larger chunks to the extent feasible, the frequencies assigned may not be contiguous and may not be the same in all cases or within the whole Service Area. For making available appropriate frequency spectrum for roll out of services under the licence, the type(s) of Systems to be deployed are to be indicated.

- 38 Additional spectrum beyond the above stipulation may also be considered for allocation after ensuring optimal and efficient utilization of the already allocated spectrum taking into account all types of traffic and guidelines / criteria prescribed from time to time. However, spectrum not more than 5 + 5 MHz in respect of CDMA system or 6.2 + 6.2 MHz in respect of TDMA based system shall be allocated to any new Unified Access Services Licensee. The spectrum shall be allocated in 824-844 MHz paired with 869 - 889 MHz, 890 - 915 MHz paired with 935 - 960 MHz, 1710 – 1785 MHz paired with 1805 – 1880 MHz.
- 39 In the event, a dedicated carrier for micro-cellular architecture based system is assigned in 1880 - 1900 MHz band, the spectrum not more than 3.75 + 3.75 MHz in respect of CDMA system or 4.4 + 4.4 MHz in respect of TDMA system shall be assigned to any new Unified Access Services Licensee.
- 40 In case of provision of bandwidth by the Licensee through the satellite media, the Licensee shall abide by the prevalent Government orders, directions or regulations on the subject like satellite communication policy, V-SAT policy etc.
- 41 For use of space segment and setting up of the Earth Station etc., the Licensee shall directly coordinate with and obtain clearance from Network Operations and Control Centre (NOCC), apart from obtaining SACFA clearance. The clearance from other authorities shall also be obtained by the Licensee.
- 42 The LICENSEE shall register demand/request for telephone connection without any discrimination from any applicant, at any place in the licensed service area and provide the SERVICE, unless otherwise directed by the LICENSOR. The LICENSEE shall not in any manner discriminate between subscribers and provide service on the same commercial principle and shall be required to maintain a transparent, open to inspection, waiting list. The LICENSEE shall clearly define the scope of Service to the Subscriber(s) at the time of entering into contract with such Subscriber(s). LICENSOR shall have right to impose suitable penalty, not limited to a financial penalty, apart from any other actions for breach of this condition. The LICENSEE shall launch the SERVICE on commercial basis only after commencement of registration in the manner prescribed. Before commencement of SERVICE in an area, the LICENSEE shall notify and publicize the address where any subscriber can register demand /request for

telephone connection. Any change of this address shall be duly notified by the LICENSEE.

- 43 The licensee shall provide independently or through mutually agreed commercial arrangements with other Service Providers all public utility services including TOLL FREE services such as police, fire, ambulance, railways/road/air accident enquiry, police control, disaster management etc. While providing emergency services such as police, fire, ambulance etc. it shall be ensured that such calls originated shall be delivered to the control room of the concerned authority for the area from where call is originated.
- 44 LICENSEE shall be free to carry intra-Service Area long distance traffic without seeking additional licence. However, subject to technical feasibility, the subscriber of the intra-Service Area long distance calls, shall be given the choice to use the network of another Service Provider in the same service area, wherever possible. The LICENSEE can also make mutual agreements with National Long Distance Operators for carrying intra Circle Long Distance traffic.
- 45 The LICENSEE shall ensure adherence to the National FUNDAMENTAL PLAN (Which includes National Numbering, routing and Transmission plan issued by Department of Telecommunications and technical standards as prescribed by LICENSOR or TRAI, from time to time. In case of providing choice of Long Distance Operator, the equipment shall support the selection facilities such as dynamic call-by-call selection and pre-selection as per prevailing regulation, direction, order or determination issued by LICENSOR or TRAI on the subject.
- 46 It shall be mandatory for the LICENSEE to provide interconnection to all eligible Telecom Service Providers as well as NLD Operators whereby the subscribers could have a free choice to make inter-circle/ international long distance calls through NLD/ILD Operator. For international long distance call, the LICENSEE shall normally access International Long Distance Operator's network through National Long Distance Operator's network subject to fulfillment of any Guidelines/ Orders/ Directions/ Regulation issued from time to time by Licensor/ TRAI. The LICENSEE shall not refuse to interconnect with the International Long Distance Licensee directly in

situations where ILD Gateway Switches/ Point of Presence (POP), and that of Access Provider's (GMSC/ Transit Switch) are located at the same station of Level -I TAX .

- 47 Direct interconnectivity among all Telecom Service Providers in the licensed SERVICE AREA is permitted. LICENSEE shall interconnect with other Service Providers, subject to compliance of prevailing regulations, directions or determinations issued by TRAI. The interconnection shall have to be withdrawn in case of termination of the respective licensed networks of another Telecom service providers within one hour or within such time as directed by the LICENSOR in writing, after receiving intimation from the LICENSOR in this regard.
- 48 Interconnection between the networks of different SERVICE PROVIDERs shall be as per National Standards of CCS No.7 issued from time to time by Telecom Engineering Centre (TEC) and also subject to technical feasibility and technical integrity of the Networks and shall be within the overall framework of interconnection regulations issued by the TRAI from time to time. However, if situation so arises, INTERCONNECTION with R2MF signaling may be permitted by LICENSOR.
- 49 The LICENSEE may enter into suitable arrangements with other service providers to negotiate Interconnection Agreements whereby the interconnected networks will provide the following:
- (a) To meet all reasonable demand for the transmission and reception of messages between the interconnected systems.
 - (b) To establish and maintain such one or more Points of Interconnect as are reasonably required and are of sufficient capacity and in sufficient numbers to enable transmission and reception of the messages by means of the Applicable Systems,
 - (c) To connect, and keep connected, to their Applicable Systems.
- 50 The terms and conditions of interconnection including standard interfaces, points of interconnection and technical aspects will be as mutually agreed between the service providers, subject to compliance of prevailing regulations, directions and determinations issued by TRAI from time to time.

- 51 The Interconnection Tests with network of other Service Provider may be carried out by mutual arrangement.
- 52 For the purpose of providing the SERVICE, the LICENSEE shall install his own equipment so as to be compatible with other service providers' equipment to which the LICENSEE's Applicable Systems are intended for interconnection.
- 53 The Licensee shall comply with any order, direction, determination or regulation as may be issued from time to time by the Licensor or TRAI as the case may be.
- 54 The charges for accessing other networks for inter-network calls shall be based on mutual agreements between the service providers conforming to the Orders/Regulations/Guidelines issued by the TRAI from time to time.
- 55 The LICENSEE shall operate and maintain the licensed Network conforming to Quality of Service standards to be mutually agreed in respect of Network- Network Interface subject to such other directions as LICENSOR or TRAI may give from time to time. Failure on part of LICENSEE or his franchisee to adhere to the QUALITY OF SERVICE stipulations by TRAI and network to network interface standards of TEC may be treated as breach of Licence terms.
- 56 In the interests of security, suitable monitoring equipment as may be prescribed for each type of system used will be provided by the LICENSEE for monitoring as and when required by LICENSOR. The specific orders or directions from the Government, issued under such conditions, shall be applicable.
- 57 The LICENSEE shall provide necessary facilities depending upon the specific situation at the relevant time to the Government to counteract espionage, subversive act, sabotage or any other unlawful activity.
- 58 The LICENSEE shall make available on demand to the person authorized by the LICENSOR, full access to the switching centers, transmission centers, routes etc. for technical scrutiny and for inspection, which can be visual inspection or an operational inspection.
- 59 All foreign personnel likely to be deployed by the LICENSEE for installation, operation and maintenance of the LICENSEE's network shall be security cleared by the Government of India prior to their deployment. The security clearance will be

obtained from the Ministry of Home Affairs, Government of India, who will follow standard drill in the matter.

- 60 The LICENSEE shall ensure protection of privacy of communication and ensure that unauthorized interception of messages does not take place.
- 61 The network resources including the cost of upgrading/ modifying interconnecting networks to meet the service requirements of the LICENSEE will be mutually negotiated keeping in view the orders and regulations issued by the TRAI from time to time.
- 62 LICENSEE can appoint any franchisee not limited to Cable Service Provider for provision of last mile linkages including suitable rural exchanges to provide service. However, all responsibilities for ensuring compliance of terms & conditions of the LICENCE shall vest with the LICENSEE. The terms of franchise agreement between LICENSEE and his franchisee shall be settled mutually by negotiation between the two parties involved.
- 63 The LICENSEE shall not, without the prior written consent of the LICENSOR, either directly or indirectly, assign or transfer this LICENCE in any manner whatsoever to a third party or enter into any agreement for sub-Licence and/or partnership relating to any subject matter of the LICENCE to any third party either in whole or in part i.e. no sub-leasing/partnership/third party interest shall be created. Provided that the LICENSEE can always employ or appoint agents and employees for provision of the service.
- 64 The LICENSEE shall not employ bulk encryption equipment in its network. Any encryption equipment connected to the LICENSEE's network for specific requirements has to have prior evaluation and approval of the LICENSOR or officer specially designated for the purpose. However, Any encryption equipment connected to the LICENSEE's network for specific requirements has to have prior evaluation and approval of the LICENSOR or officer specially designated for the purpose. However, the LICENSEE shall have the responsibility to ensure protection of privacy of communication and to ensure that unauthorised interception of MESSAGE does not take place.

- 65 LICENSOR shall have the right to take over the SERVICE, equipment and networks of the LICENSEE or revoke/terminate/suspend the LICENCE either in part or in whole of the Service area in the interest of national security or in case of emergency or war or low intensity conflict or any other eventuality in public interest as declared by the Government of India. Any specific orders or direction from the Government issued under such conditions shall be immediately applicable to the LICENSEE without loss of time and shall be strictly complied with. Further, the LICENSOR reserves the right to keep any area out of the operation zone of the service if implications of security so require. Provided any taking over or suspension of licence, issuance of an order and exclusion of an area, as described above shall neither be a ground of extension of licence period or expansion of area in different corner or reduction of duly payable fee.
- 66 The LICENSOR reserves the right to modify at any time these guidelines and terms and conditions of the LICENCE, if in the opinion of the LICENSOR it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the telegraphs. The decision of the LICENSOR shall be final and binding in this regard.
- 67 LICENSEE will ensure that the Telecommunication installation carried out by it should not become a safety hazard and is not in contravention of any statute, rule or regulation and public policy.
- 68 The LICENSEE shall take necessary measures to prevent objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright, intellectual property etc., in any form, from being carried on his network, consistent with the established laws of the country. Once specific instances of such infringement are reported to the LICENSEE by the enforcement agencies, the LICENSEE shall ensure that the carriage of such material on his network is prevented immediately.
- 69 The LICENSEE is obliged to provide, without any delay, all the tracing facilities to trace nuisance, obnoxious or malicious calls, messages or communications transported through his equipment and network, to authorized officers of Government of India including Police, Customs, Excise, Intelligence Department officers etc. when such information is required for investigations or detection of crimes and in the interest of

national security. Any damages arising on account of LICENSEE's failure in this regard shall be payable by the LICENSEE.

- 70 In case any confidential information is divulged to the LICENSEE for proper implementation of the Agreement, it shall be binding on the LICENSEE and its employees and servants to maintain its secrecy and confidentiality.
- 71 The LICENSOR or its authorized representative shall have right to inspect the sites used for extending the Service and in particular but not limited to, have the right to have access to leased lines, junctions, terminating interfaces, hardware/software, memories of semiconductor, magnetic and optical varieties, wired or wireless options, distribution frames, and conduct the performance test including to enter into dialogue with the system through Input/output devices or terminals. The LICENSEE will provide the necessary facilities for continuous monitoring of the system, as required by the LICENSOR or its authorized representative(s). The Inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.
- 72 In case any confidential information is divulged to the LICENSEE for proper implementation of the Agreement, it shall be binding on the Licensee and its employees and servants to maintain its secrecy and confidentiality.
- 73 The terms and conditions applicable to the licence for Unified Access Service shall be given in detail in the Licence Agreement.
- 74 Applications are to be submitted to the Assistant Director General (BS-III), Department of Telecommunications, Room No.713, Sanchar Bhavan, 20 Ashok Road, New Delhi-110 001.

(R.K.GUPTA)

Assistant Director General(BS-III)

on behalf of President of India

ph. +91-11-23036574

ANNEXURE-I

(Amount in Rs. Crores)

S.No	Service Area	Cate - gory	Entry fee	FBG Requir ed	PBG require d	Networth	Paid up equity capital of Applica nt Compa ny
1	West Bengal	B	1.0000	25.00	10.00	50	5
2	Andhra Pradesh	A	103.0100	50.00	20.00	100	10
3	Assam	C	5.0000	5.00	2.00	30	3
4	Bihar	C	10.0000	5.00	2.00	30	3
5	Gujarat	A	109.0100	50.00	20.00	100	10
6	Haryana	B	21.4600	25.00	10.00	50	5
7	Himachal Pradesh	C	1.1000	5.00	2.00	30	3
8	Jammu & Kashmir	C	2.0000	5.00	2.00	30	3
9	Karnataka	A	206.8300	50.00	20.00	100	10
10	Kerala	B	40.5400	25.00	10.00	50	5
11	Madhya Pradesh	B	17.4501	25.00	10.00	50	5
12	Maharastra	A	189.0000	50.00	20.00	100	10
13	North East	C	2.0000	5.00	2.00	30	3
14	Orissa	C	5.0000	5.00	2.00	30	3
15	Punjab	B	151.7500	25.00	10.00	50	5
16	Rajasthan	B	32.2500	25.00	10.00	50	5
17	Tamilnadu	A	233.0000	50.00	20.00	100	10
18	Uttar Pradesh (West)	B	30.5500	25.00	10.00	50	5
19	Uttar Pradesh (East)	B	45.2500	25.00	10.00	50	5
20	Delhi	A	170.7000	50.00	20.00	100	10
21	Kolkata	A	78.0100	50.00	20.00	100	10
22	Mumbai	A	203.6600	50.00	20.00	100	10

ANNEXURE-II

**SERVICE AREA (TELECOM CIRCLES/ METROS) AND THE AREAS COVERED
BY THEM FOR THE PURPOSE OF THIS LICENCE**

Sl. No.	Name of Telecom Circle/ Metro Service Area	Areas covered	Category
01.	West Bengal	Entire area falling within the Union Territory of Andaman & Nicobar Islands and area falling within the State of West Bengal and the State of Sikkim excluding the areas covered by Kolkata Metro Service Area.	B
02.	Andhra Pradesh	Entire area falling within the State of Andhra Pradesh.	A
03.	Assam	Entire area falling within the State of Assam.	C
04.	Bihar	Entire area falling within the re-organised State of Bihar and newly created State of Jharkhand pursuant to the Bihar Reorganisation Act, 2000 (No.30 of 2000) dated 25 th August, 2000.	C
05.	Gujarat	Entire area falling within the State of Gujarat and Union Territory of Daman and Diu, Silvassa (Dadra & Nagar Haveli).	A
06.	Haryana	Entire area falling within the State of Haryana except Pachkula town and the local areas served by Faridabad and Gurgaon Telephone exchanges.	B
07.	Himachal Pradesh	Entire area falling within the State of Himachal Pradesh	C
08.	Jammu & Kashmir	Entire area falling within the State of Jammu & Kashmir including the autonomous council of Ladakh.	C
09.	Karnataka	Entire area falling within the State of Karnataka	A
10.	Kerala	Entire area falling within the State of Kerala and Union Territory of Lakshadweep and Minicoy.	B
11.	Madhya Pradesh	Entire area falling within the re-organised State of Madhya Pradesh as well as the newly created State of Chattisgarh pursuant to the Madhya Pradesh Reorganisation Act, 2000 (No:28 of 2000) dated 25 th August, 2000.	B
12.	Maharashtra	Entire area falling within the State of Maharashtra and Union Territory of Goa, excluding areas covered by Mumbai Metro Service Area.	A
13.	North East	Entire area falling within the States of Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura.	C
14.	Orissa	Entire area falling within the State of Orissa.	C

15.	Punjab	Entire area falling within the State of Punjab and Union territory of Chandigarh and and PUNCHKULA Town of Haryana.	B
16.	Rajasthan	Entire area falling within the State of Rajasthan.	B
17.	Tamilnadu	Entire area falling within the State of Tamilnadu and Union Territory of Pondichery including Local Areas served by Chennai Telephones, Maraimalai Nagar Export Promotion Zone (MPEZ), Minzur and Mahabalipuram Exchanges	A
18.	Uttar Pradesh-West	Entire area covered by Western Uttar Pradesh with the following as its boundary districts towards Eastern Uttar Pradesh : Pilibhit, Bareilly, Badaun, Etah, Mainpuri and Etawah. It will exclude the local telephone area of Ghaziabad and Noida. However, it will also include the newly created State of Uttaranchal pursuant to the Uttar Pradesh Re-organisation Act, 2000 (No.29 of 2000) dated 25 th August, 2000.	B
19.	Uttar Pradesh – East	Entire area covered by Eastern Uttar Pradesh with the following as its boundary districts towards Western Uttar Pradesh : Shahjahanpur, Farrukhabad, Kanpur and Jalaun.	B
20.	Delhi	Local Areas served by Delhi, Ghaziabad, Faridabad, Noida, and Gurgaon Telephone Exchanges	Metro
21.	Kolkata	Local Areas served by Calcutta Telephones.	Metro
22.	Mumbai	Local Areas served by Mumbai, New Mumbai and Kalyan Telephone Exchanges	Metro

NOTE:

1. Yenum, an area of Union Territory of Pondicherry is served under Andhra Pradesh Telecom Circle in East Godavari LDCA.
2. The definition of Local areas of exchanges will be as applicable to the existing cellular operators, i.e. at the time of grant of cellular Licences in Metro cities.
3. The definition of local areas with regard to the above service area as applicable to this Licence is as per definition applicable to Cellular Mobile Service Licences as in the year 1994 & 1995, when those Licences were granted to them. This is in accordance with respective Gazette Notification for such local areas wherever issued and as per the statutory definition under Rule 2 (w) Indian Telephones Rules, 1951, as it stood during the year 1994/1995 where no specific Gazette Notification has been issued.

ANNEXURE-III

(PROCESSING FEE OF APPLICATION FORM – RS. 15,000/- ONLY)

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY
DEPARTMENT OF TELECOMMUNICATIONS
(BS CELL)
SANCHAR BHAWAN, 20 ASHOKA ROAD, NEW DELHI-110 001.

APPLICATION FOR LICENCE TO PROVIDE UNIFIED ACCESS SERVICE(UASL)
IN _____ SERVICE AREA

1. Name of Applicant Company: _____

2. Complete postal address
with Telephone/FAX Nos./E-Mail
i) Corporate Office _____

- ii) Registered Office _____

3. Address for correspondence with
Telephone/FAX Nos./E-mail _____

4. Name of Authorised contact _____
person, his designation, address and Telephone/FAX Nos./Email

5. Details of payment of processing fee (DD/PO to be enclosed in a separate envelope).
6. Certified copy of Certificate of Registration along with Articles of Association and Memorandum of Understanding.
(Company Secretary to certify the copy)
7. (a) Details of Promoters/Partners/Shareholder in the Company: The Promoters to be indicated.

S.No.	Name of Promoter/ Partner/Shareholder	Indian/ Foreign	Equity %age.	Networth

(Complete break-up of 100% of equity must be given. Equity holding upto 5% of the total equity shared among various shareholder can be clubbed but Indian and Foreign equity must be separate.)

(b) **Equity details**

Indian	-----
Foreign	-----
Total	

(Certificate from Company Secretary to be attached)

- (c) The applicant is required to disclose the status of such foreign holding and certify that the foreign investment is within the ceiling of 74%.

(Certificate from Company Secretary to be attached)

8. Details of the Cellular and Unified access licence in the name of the applicant company and Network required for the Licence

No. of Cellular/UAS licence in category A service area	No. of Cellular/UAS licence in category B service area	No. of Cellular/UAS licence in category C service area
A	B	C
A * 100=P	B* 50=Q	C* 30=R

Total = P+Q+R

9. Paid up capital (Certificate from Company Secretary certifying the paid up capital to be provided.)

10. Does Foreign Collaboration has have any objection for possessing of this UAS Licence in the service area applied. If no, then a self certificate to that effect, to be provided by Company Secretary.

11. Certified copy of Agreement between the Indian company and foreign partner(s),
If applicable

12. Certified copy of approval of Government of India for terms of Foreign Collaboration or copy of application submitted to SIA/ Government in this regard with proof of Submission.(Copy to be certified by the Company Secretary)

13. List of Telecom Service Licence (s) held by the company and its allies/sister concerns/partners, if any, and their present status. (Attach separate sheet, if required)

Type of the Licence And Service area	Name of the Company	Status Whether Operative/surrendered/Terminated
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(Type of the Licence means Basic/ Cellular/ UASL/Paging/NLD/ILD/IP-II licences etc. details of all the Licences held by Allies/Sister concerns/ Partners or legal entities with 10 % or more common equities must be shown separately.)

14. Details of business plan along with the funding arrangement for financing the project.

15. (a) **Names of Chairman / Managing Director /
Directors of the applicant Company**

Nationality

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-----	-----

(b) **Details of Chief Executive Officer / Chief Technical Officer /Chief Finance Officer**

<u>Name</u>	<u>Designation</u>	<u>Nationality</u>
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(c) **Details/para no. of Memorandum of Association of Company for compliance to Clause 5.6(iii) of guidelines.**

16. Power of Attorney by Resolution of Board of Directors that the person signing the application is authorized signatory.

Certificates/undertaking:

A. I hereby certify that I have carefully read the guidelines and Licence Agreement for providing Unifies Access Services(UASL). I undertake to fully comply with the terms and conditions therein.

B. I certify that no single promoter company/ legal person, either directly or through its associates, have substantial equity holding in more than one LICENSEE Company in the same service area for the Access Services namely; Basic, Cellular and Unified Access Service where the ‘Substantial equity’ mean ‘an equity of 10% or more’.

C. I understand that this application if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the processing fee shall be summarily rejected.

D. I understand that processing fee is non-refundable irrespective of any reason whatsoever.

E. I undertake to sign the Licence Agreement, within the prescribed time notified to me failing which my application shall be taken as rejected and processing fee forfeited.

F. I understand that all matters relating to the application or licence if granted to me will be subject to jurisdiction of courts/Tribunal(s) in Delhi/New Delhi only.

G. I understand that if at any time, any averments made or information furnished for obtaining the licence is found incorrect, then my application and the licence if granted thereto on the basis of such application, shall be cancelled.

Date

Place.

Signature and name of the

Authorised Signatory

(Company’s Seal)