

GOVERNMENT OF INDIA  
MINISTRY ON COMMUNICATIONS  
DEPARTMENT OF TELECOMMUNICATIONS  
TELECOM COMMISSION

LICENCE AGREEMENT

FOR

CELLULAR MOBILE TELEPHONE SERVICE

IN

ORISSA CIRCLE

No:842-55/95-VAS

(TOTAL PAGES 37)

## Licence Agreement

This Agreement made on the 12<sup>th</sup> day of December, 1995 on behalf of and between the president of India acting through "Shri A.K. SRIVASTAVA The Director (VAS-III), Department of Telecommunications Sanchar Bhawan, 20-Ashoka Road New Delhi-110001 (called the Licensor) of the ONE PART and M/s RELIANCE TELECOM LIMITED, a company, registered under the Companies Act 1956 and having its registered office at Avdesh House, 3<sup>rd</sup> floor Pritam Nagar, 1<sup>st</sup> slope, Ellisbridge, Ahmedabad-380 006 represented as holder of General Power of Attorney dated 12.12.95 by Shri A.N Sethuram accordance with the board resolution No. nil dated 29<sup>th</sup> Sept., 1995 (hereinafter called the Licenses which expression shall unless repugnant to the context include its successor in business or permitted assigns) of the OTHER PART.

Whereas in exercise of the powers under Sub Section (2) of Section 4 of the Indian Telegraph Act 1885, the Central Government delegated its powers to Telegraph Authority (hereinafter referred to as "Authority") by GSR 806 Gazette of India Part II, section 3(i) dated 24<sup>th</sup> August 1985

And whereas pursuant to the request of the Licensee the Licensor acting through the Authority has agreed to grant licence to the Licensee on the terms and conditions appearing hereinafter to establish, maintain and operate Cellular Mobile Telephone Service upto subscriber's terminal connection (hereinafter called the Service) in the area circle and the Licensee has agreed to accept the same on the terms and conditions appearing hereinafter.

Now this Agreement witnesseth as follows:

1. In consideration of observance of mutual covenants as well as the licence fee payable in advance in terms of schedule B' and due performance of all the terms and conditions on the part of the licensee, the Licensor does hereby grant on non-exclusive basis licence to establish, maintain and operate Cellular Mobile Telephone Service upto the subscriber's terminal connection in the area 'As Orissa Circle' (hereinafter called the Area) on the terms and conditions mentioned in Schedule "B" annexed hereto.

2. The licence is granted initially for a period of 10 years. The licence fee payable is given in Condition 19, Schedule 'B' annexed to this licence. The licence is extendable by five years or more at the discretion of the authority, unless terminated earlier under Condition 15, Schedule 'B', on suitably revised terms and conditions, as the Licensor may, at his sole discretion, agree, provided that the Licensee is not in default or has not committed any breach of any terms and conditions of the Licence.

3. The licence shall be governed by the provisions of the Indian Telegraph Act 1885 and Indian Wireless Telegraphy Act 1933 as modified from time to time.

4. Unless otherwise mentioned in the subject or context appearing hereinafter all the schedules annexed hereto including the tender documents(No.11-28/94-mmt(TM) and the replies to queries issued in terms of clause 3 of section II of part I of the tender documents) shall form part and parcel of this agreement provided,however incase of conflict or variance ,the terms set out in the main body of the agreement shall prevail.
5. In this Agreement,words and expressions will have the same meaning as is respectively assigned to them in the Schedule “B” part I.
6. The Licensor may at any time revoke the licence by giving a notice of 30 days on the breach of any of the terms and conditions herein contained or in default of any payment due and payable hereunder.
7. The licenses shall clearly indicate the specifications of the service to the subscribers at the time of entering into contract with such subscriber.
8. The maximum tariff charged from the subscriber of the service will be limited to as given in Schedule “A” annexed hereto, but any lesser amount of tariff can be charged without any reference to the Authority.
9. The bank guarantee of requisite amount shall be furnished from time to time by the licenses as provided in Schedule ‘B’,annexed hereto.
- 10.The Licences shall not,assign or transfer the licensing rights in any manner whatsoever under the licence 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 licence can always employ or appoint agents and servants.
11. Prior approval of the Authority shall be obtained by the License before he enters into any agreement with another licensee on Telecom operatios either in the same territorial circle or in any other territorial circle.
- 12.In cas of interruption of service lastind for more than 72 hours,an appropriate rebate shall be given to the subscriber of the service by the Licensee.
- 13.The Licenser reserves the right to,incase of a default, impos any penalty as it may deem fit.
- 14.Notwithstanding anything contained herein before,it is further agreed and declared by the parties,that
  - (i) The licence is issued on no-exclusive basis for ten years and the licence will be issued to two franchisees for the Area.However,Dot reserves the right to operate the Service in the Area directly or through a designated public authority .Provided further that a pilaot project may always be approved and licenced for any period,by the Authority,for providing new technology or management techniques or both.

(ii) The Licensor reserves the right to modify at any time the terms and conditions of the licence covered under Schedules "A", "B" and "C", annexed hereto, if in the opinion of the Authority it is necessary or expedient to do so in the interests of the general public or for the proper conduct of telegraphs or for security considerations and reasons.

(iii) The Licensor reserves the right to revoke the licence at any time in the interest of public by giving a notice of 60 days from the receipt of such notice.

(iv) Notwithstanding anything contained anywhere else in the licence the Authority's decision shall be final and conclusive.

(v) The Authority reserves the right to take over the entire services and networks of the licensee or revoke/terminate /suspend the licence in the interest of national security or in the event of a national emergency/war or low intensity conflict or similar type of situations .Further ,the Authority reserves the right to keep any area out of the operation Zone of the service if implications of security so requires.

15. The licence may use encryption for subscribers authentication and also for Voice and data as envisaged in GSM recommendations,subject to the condition that suitable monitoring facilities shall be provided as and when required by the authority.

16. The licence is granted on the express condition that the equity of foreign promoter (s) whose net worth or experience or both have been taken into consideration for determining the eligibility of the licenses shall not fall below 10% of the total aggregate for a period of 3 years from the effective date. Further the equity of the Indian promoter(s) of the licensee shall not fall below 10% of the total aggregate or the equity held at the time of bidding whichever is lower for a period of 3 years from the effective date. The present equity of such Foreign & Indian Promoter (s) is laid below:

Promoter/Partner	Country	Equity in the LICENSEE COMPANY
----- Reliance Industries Ltd.	----- India	----- 90%
NYNEX International India Ltd.	Mauritius	10%
-----	-----	-----

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives the day and year first above written.

Signed on behalf of M/s Reliance Telecom Pvt.Ltd.

By Sh.A.N.Sethuman holder of General Power of Attorney dated 12.12.95 executed in accordance with the Resolution No. nil dated 29<sup>th</sup> Sept., 1995 passed by Board of Directors,

In the presence of:

Witnesses:-

1. -----

2. -----

TABLE OF CONTENTS  
Schedule "A" CEILING TARIFF FOR THE SERVICE

Schedule "B":-

- PART I: DEFINITIONS, INTERPRETATIONS AND TRANSITIONAL PROVISIONS RELATING TO THE CONDITIONS
- PART II: THE APPLICABLE SYSTEMS
- PART III: TERMS AND CONDITIONS

Condition 1 REQUIREMENT TO PROVIDE THE SERVICE.

2 INSTRUCTIONS FOR THE INSTALLATION OF TELECOMMUNICATIONS APPARATUS

3 DELIVERY OF THE SERVICES

4 INTERCONNECTIONS WITH NETWORK OPERATED BY DOT AND MTNL

5 COMPLAINT – BOOKING AND TREATMENT

6 METERING

7 ISSUE OF BILLS TO SUBSCRIBERS

8 RIGHT TO INSPECT

9 ALTERATIONS TO THE APPLICABLE SYSTEMS

10 PUBLIC EMERGENCY CALL SERVICES

11 FORCE- MAJEURE

12 PERMITTED SERVICES

13 REQUIREMENT TO FURNISH INFORMATION TO THE AUTHORITY

14 LIQUIDATED DAMAGES

15 TERMINATION OF THE LICENCE

16 ARBITERATION OF DISPUTES

17 PREPARATION OF ACCOUNTS

18 FINANCIAL CONDITIONS

19 PAYMENT OF LICENCE FEES

20 W.P.C WING'S LICENCE

21 DISPUTES WITH OTHER PARTIES

22 APPLICATION OF INDIAN TELEGRAPH ACT 1885

23 SECURITY CONSIDERATION

24 OPERATING CONDITIONS

Schedule 'C' COMPLIANCE STATEMENT.

Schedule "A"  
Ceiling Tariff

1. Monthly Rental for the Service -Rs. 156/- per month
2. Security Deposit -Rs. 3000/-
3. Installation Charges -Rs. 1200/-

4. Call Charges:-

4.1 for calls originated by the Mobile Subscriber:- Air time charge @ 10 seconds per unit call plus charges as applicable for the fixed network for Local ,STD, and ISD calls. For mobile to mobile calls within the same Cellular Service area, only air time charges will be levied.

4.2. for calls terminating on the Mobile subscriber – Air time charge @ 10 seconds per unit call will be levied. No charge will be levied to the mobile subscriber if the mobile subscriber terminates an incoming call within 5 seconds.

5. Notes on tariff:

5.1. Call duration will be on air time basis for mobile subscribers.

5.2. The air time call shall be charged at unit rate applicable to the highest slab of the DOT's fixed network (Rs. 1.40 per unit at present). The unit rate shall be applied as above for all calls and there are no telescopic rates.

5.3. Call charges for the air time during peak hours shall be fixed at rates not exceeding double the rates prescribed in para 4 above. Peak hours shall be restricted up to a maximum of 4 hours per day ending at 12' clock in the night.

5.4. Call charges for the air time during Sundays and 3 National holidays (15<sup>th</sup> August, 26 January & 2<sup>nd</sup> October) shall be half the rates prescribed in para 4 above.

5.5. For calls from mobile subscriber to the fixed network, the Licensee shall charge the mobile subscriber at the rates prescribed by the Authority according to time and day of the call. Unit rate for such calls shall be the highest slab rate of the DOT's fixed network (Rs. 1.40 at present). The unit rate shall be applied as above for all calls and there are no telescopic rates.

5.6. There are no free calls to be given in the air time.



5.7. For calls originating from the fixed network to mobile, the mobile subscriber will be charged for the air and DOT will not have to pay any access fee to the Cellular Operator. The air time charges will be collected by the Cellular Operator.

5.8. For mobile to mobile both the caller and called party will be charged.

6. This proposed tariff for rental does not include any charges for the Mobile Terminal Equipment. Subscriber will be free to obtain the mobile terminal at this option from any source subject to interface approval by DOT or an agency authorized by DOT in this behalf.

7. All tariff increase shall be subject to prior approval of the Authority. However, the lower rate of tariff for the service may be charged by the Licensee from the Mobile Subscribers without any prior approval of Authority, but such charges may be intimated in advance to the Authority at least ten days prior to their implementation.

8. Any amount of tax or duty if imposed on service can be recovered in addition to the prescribed ceilings.

9. The prevalent tariff is subject to review if undertaken after one year from the effective date by Government of India or the Telecom Regulatory Authority of India (TRAI) as and when it becomes functional.

PART I :

DEFINITIONS, INTERPRETATIONS AND  
TRANSITIONAL PROVISIONS RELATING TO THE CONDITIONS

1. In these conditions unless the context requires:

(a-1) "the Auditor" means the Licensee's auditor for the time being appointed in accordance with the requirements of the Companies Acts 1956.

(a-2) "Authority" shall refer to the Director General, Telecommunications, Government of India, and includes any officer empowered by him to perform all or any of the functions of the Authority.

(b) "Base Station" means a fixed radio transmitter/receiver station which provides a link between the mobile telephone station and MSC.

(c) "Base Station Area" means the part of the network covered by a base station and every mobile station in a base station area can be reached by the radio equipment of the base station.

(d) "Cell" means a geographical area served by station for Wireless Telegraphy which is dedicated to transmitting or receiving Messages which have been or are to be conveyed by telecommunications systems designed or adapted for the time being in that area.

(e) "Cellular Mobile Telephone Service" means telecommunication service provided by means of a telecommunications system for the conveyance of Message through the agency of wireless telegraphy where every Message that is conveyed thereby has been, or is to be, conveyed by means of a telecommunications system which is designed or adapted to be capable of being used while in motion;

(f) "Cellular Telecommunications System" means a telecommunication system in which:

(g) "Service Area" connotes the geographical limits within which the Licensee may operate and offer the Services.

(ii) the area in which services are provided is divided into a number of Cells;

(iii) stations for Wireless Telegraphy comprised in the system are automatically controlled by a central processor;

(iv) the radio frequencies used to connect the Stations for Wireless Telegraphy comprised in the system to telecommunication systems which are designed or adapted to be capable of being use while in motion are assigned automatically.

(v) conveyance of message which is in progress as the telecommunication system designed or adapted to be capable of being used while in motion transmitting or receiving the Message which are being conveyed moves from cell to cell is Handed-off automatically;and

(vi)the strength of the emissions of the Stations for Wireless Telegraphy is automatically controlled so as to secure as far as is technically possible that each Station for Wireless Telegraphy can effectively provide services only in the Cell in which it is located;

(h)"Connectable Service"means a telecommunications system which is authorized to be run under a Licence which authorizes conection of thet systm to the applicable System;

(i)"Connection Service" means a telecommunication service consisting in the conveyance of any Message which has been ,or is to be conveyed by means of the Applicable Systems;

(j)"Effective date" is the date by which the licensing agreement comes into effect and the "effective date" is reckoned with effect and the"effective date" is reckoned with effect from the date,the license agreement is signed after payment of appropriate component of licence fee.

(k)"Fixed Wireless Telegraphy Station"means any station for Wireles Telegraphy or Wireless Telegraphy Apparatus which is not used while in motion and which is not used to provide Mobile Radio Telecommunication Services;

(l)"Handover"means the action of switching a call in progress from one redio channel to another radio channel and is used to allow established calls to continue by switching them to another radio source ,e.g.when mobile stations move from one base station area to another.

(m)"Licence" means a licence granted or deemed to have been granted under section 4 of the Indian Telegraphy Act 1885 and Indian Wireless Telegraphy Act 1933.

(n) "Licensee"shall refer to a registered Indian Company or a corporation to whom licence is awarded for providing the Cellular Mobile Telephone Service.

(o)"Licensor"shall refer to the Director General,Telecommunications,Government of India (DOT) or somebody else,so authorized to grant licence section 4 of Indian Telegraphy Act -1885 and Indian Wireless telegraphy Act 1933,unless otherwise specified.

(p) "Message"means anything falling within Sub-section (3) of Section 3 of the Section 3 of the Indi9an Telegraph Act 1885,

(q) "Mobile Station" means a station in the mobile service intended to be used while in motion or during halts at unspecified points.

(r) "Mobile Switch Control also known as MSC,Area" means the part of the network covered by such MSC and an MSC area may consist of one several location areas,

(s) "Operator" means any person who is authorized by a Licensor to run a Relevant Connectable System;

(t) "Public Land Mobile network" means a network, established and operated by Department of Telecom. or its licensed operator(s), for the specific purpose of providing land mobile communication services to the public and it provides communication possibilities for mobile users though for communication between mobile and fixed users interworking with a fixed network is necessary.

(u) "Public Switched Network" means a switched; fixed specified public telecommunication System providing a two-way switched telecommunication service;

(v) "Quality of Service" is evaluated on the basis of observable measures on the grade of service, calls lost due to wrong processing, the bit error rate or the faults per unit population of the subscribers served, the Mean Time To Repair (MTTR), faults carried over beyond the MTR and the satisfactory disposal thereof.

(w) "Relevant Connectable System" means a Connectable System which is authorized to run under a Licence which authorizes the provision by means of that System of Connection Services for reward to the public, or any class of the public, not being a system;

(i) authorized to be run under a Licence granted to all persons or persons of any class; and

(ii) for the connection of which, and for the provision of matters necessary for such connection, the Licensee offers standard terms and conditions, the Licensee offers standard terms and conditions which satisfy the requirements of Conditions which satisfy the requirements of Condition 9, Part II of this Schedule.

(x) "Service Area" defines the geographical limits within which the Licensee may operate and offer the services.

(y) "Specified Public Telecommunication System" means the public telecommunication systems run by Department of Telecommunications or Mahanagar Telephone Nigam Limited or any other public telecommunication system which is specified by the Authority for the purpose of this Licence.

(z) "Station for Wireless Telegraphy" and "Wireless Telegraphy Apparatus" have the same meaning as laid in the Wireless Telegraph Act 1933.

(aa) "Switched Fixed Telecommunication System" is a telecommunication system by means of which Messages are switched incidentally to their conveyance by means of

that system and where ,if any such conveyance is by means of wireless telegraphy,such conveyance is by means of Fixed Wireless Telegraphy Stations;

(ab)"Telephone "means an item of telecommunication apparatus capable when connected to the Applicable to the Applicable System ,of transmitting and receiving uninterrupted simultaneous two way speech conveyed,or to be conveyed ,as the case may be,by means of that System.

(ac) The term "DOT" means Department of Telecommunications.

(ad) "Validity Added Service"means any Service the provision of which necessarily involves both the running of a telecommunication system and the provision by means of that system of a Service (other than a directory information service),which is in addition to the conveyance (not including switching ) of Messages by means of that system and switching incidental to such conveyance.

(af) "W.P.C." means Wireless Planning and Co-ordinations.

## PART II : THE APPLICABLE SYSTEMS

The APPLICABLE SYSTEMS ARE Cellular Mobile Telecommunications Systems conforming to GSM(Group Special Mobile or Global System for Mobile Communications)standards issued by European Telecom Standards Institute and as specified by the Tender No.11-28/94-MMT™ within the Service Area as given in this licence.

## REQUIREMENT TO PROVIDE THE SERVICE

1.1 The Licensee shall install and run Applicable Systems within 12 months of the effective date.

1.2 The Licensee shall operate and provide the Services. He will be solely responsible for the installation, networking, operation, treatment of the complaints, issue of bills to his subscribers, collection of his components of the revenue, claims, damages arising out of this operation.

1.3 For the purpose of providing the SERVICES, he shall install equipment conforming to the GSM standards and to meet the Technical Specifications of Tender Document No. 11-28/94-MMT (TM ) AND CLARIFICATIONS ISSUED THEREOF. In the interest of security, suitable monitoring equipment for every type of system used will be provided for monitoring as and when required by the authority.

1.3.1b The mode of ownership of terminal/mobile telephone will be at the option of the subscriber. This will be subjected to interface or type approval by Authority or an agent authorized by Authority.

1.4 In the process of operating the Services, the Licensee shall be responsible for-

- (i) The installation of the sites excluding the installation of the equipment at the subscribers premises which will be left at the option of the subscriber.
- (ii) the proper upkeep and maintenance of the equipment;
- (iii) maintaining the criteria of performance;
- (iv) maintaining the MTRR within the specified scope.

1.5 The LICENSEE will have to make his own arrangements for all infrastructure required for providing the SERVICE.

1.6 The Licensee is responsible for the measurement of the messages, in units, in segments of kilobytes or as the case may be and shall keep a record of the same for the purposes of billing in so far as his equipment and the Services are concerned. He shall maintain all commercial records with regard to the communications exchanged on the network till the Authority clears the same for destruction. Such records shall be archived for at least one year for scrutiny by the Authority for security reasons.

1.7 The LICENSEE shall warrant that SERVICES to be provided shall be of the agreed grade, consistent with the established and generally accepted standards and shall perform in full conformity with the SPECIFICATIONS, drawings and more particularly with the performance criteria listed for the QUALITY OF SERVICE. The LICENSEE shall be responsible for repair of defects and making good any degradation in the QUALITY OF SERVICE DURING the currency of the licence.

Condition 2

INSTRUCTIONS FOR THE INSTALLATION OF TELECOMMUNICATIONS  
APPARATUS

2.1 The Licensee shall within three months of the date on which this Licence comes into force, and from time to time as the Authority may require, furnish details of the installation and other related aspects to the Authority. He shall also submit report of progress every month within 7 days of the end of such month.

2.2 The first site and any new version offered by the Licensee, may be validated, if the DOT is so convinced of the necessity, to confirm that all the operative parameters effective in the network, are within the specified limits. If a validation does become necessary, the validation schedule shall be mutually agreed to.

2.3 Licensee shall ensure that the Telecommunication installation carried out by him shall not become a safety hazard and is not in contravention of Pollution Laws. He will ensure this by taking all possible steps for safety during the installation and during the currency of the licence.

Condition 3

DELIVERY OF THE SERVICES:

3.1 (I) The Licensee shall be responsible for installation, testing and commissioning all the equipment to provide the Services. However all performance tests considered necessary for successful commissioning of the services shall be carried out by Authority before the services are commissioned for public use. The licensee shall supply all necessary literature, drawings, installation materials regarding the equipment installed for commissioning of the services. The licensee shall supply all the tools, test instruments and other accessories to the testing party of the Authority for conducting the tests. The Authority has absolute right to measure the Quality of Service during the currency of the licence as and when required. Notwithstanding anything laid above, the Quality of Service shall be measured and if acceptable to Authority clearance shall be granted before bringing into commission the Services.



(ii) List of performance tests, to ascertain quality of service, will be furnished at the time of commissioning of service.

3.2. (i) The licensee shall provide the services within twelve months of the effective date.

(ii) The time required for performance tests by Telecom Authority is included in the 12 months commissioning period. The licensee shall offer the services for such testing at least 30 days in advance so that time does not overrun. Delay caused due to rectification of deficiencies, if any, in the commissioning of service will be to the account of the licensee. At least 10% of the District Headquarters will be covered in the 1st year and 50% of the District headquarters will be covered within 3 years of effective date.

#### Condition 4

#### INTERCONNECTION WITH NETWORK OPERATED BY DOT AND MTNL

4.1. The resources required for operation of the services, for extending them over the network of the DOT and MTNL and any other service provider licensed by the Authority will be mutually agreed between the parties and shall be listed. The resources may refer to include but not limited to –physical junctions, PCM derived channels, private wires, leased lines, data circuits, other communication elements. The Licensee shall apply for and obtain from the DOT the determined resources. The operation and charge of the traffic passed through these resources shall be treated on the basis of the prevalent rules and the guidelines of the DOT on the subject.

4.2. Necessary interface specification and requirements with full details with DOT/MTNL equipment for interconnecting the Cellular Mobile Telephone Equipment shall be furnished by the Licensee to the 'Authority' within 90 days from the effective date. The Authority will have the right to decide based on genuine needs of the Licensee, the extent of the equipment required.

4.3. The Acceptance Testing for every interface with the DOT and MTNL network shall be carried out by the Acceptance testing party of the DOT/MTNL. The Acceptance Testing schedule shall be mutually agreed to.

4.4. All long distance connectivity outside the service area will be through PSTN Network of D.O.T. The licensee is however, free to set up distance links within the service area. Further he may, locate the MSC/MSCs anywhere in the service area and interconnect them directly.

## COMPLAINT – BOOKING AND TREATMENT

5.1 The Licensee shall be responsive to the complaints lodged by his subscribers .He shall rectify the defects or anomalies within the MTTR specified in the scope of the QUALITY OF SERVICE.

5.2 The Licensee shall equip with adequate mechanisms to entertain and external plant wherever relevant, and take such corrective measures to bring the faulty elements back into satisfactory operation. He shall maintain the history sheets for each installation, statistics and analysis on the overall maintenance status .The MTTR agreed to amongs the criteria in the Quality of Service shall be respected .Whenever the target number of faults per unit population of the subscribers os exceeded, or whenever the Time To Repair exceeds TWICE the MTTR agreed to ,he shall, within TWENTY Four HOURS bring the same to the notice of the Authority to the recovery procedures ,relating to the performance of all the equipment in his control.

5.3. The Licensee shall keep a record of the first information of all faults reported by his subscribers and the rectification of the faults thereof. The record of faults be sufficient to give particulars relevant to evaluate the service quality based on the criterion mentioned in Para 5.2.

## METERING

6.1. The Licensee shall take all reasonable steps to ensure the accuracy and reliability of any meter used in connection with the Applicable Systems and shall keep such records as may be determined by the Authority to be necessary in relation to any meter which appears to him to be a source of difficulty.

6.2 Where a meter which is to perform any particular function in connection with any of the Applicable Systems has been approved by Authority ,then the Licensee shall not, unless the Authority agrees otherwise, use any other meter in connection with that System to perform that function unless it is:

- (a) so approved; and
- (b) being used in compliance with any conditions specified in that approval

OR

It is of a type comprised in the Applicable Systems before that approval is given.

6.3 The metering being essence of the amount to be charged from the subscriber shall be suitably secured so that it is not accessible to all staff members of licenses but only to a specified few and authorized representative of Authority”.

6.4. The record of metering shall be maintained on fortnightly basis by the Licensee while the billing schedule may be longer ,if required ,than that of metering.

Condition 7

#### ISSUE OF BILLS TO SUBSCRIBERS

7.1 It shall be responsibility of the Licensee, to issue or cause to issue of the bills to his subscribers .The Licensee can issue bills only to the extent of those messages and for the duration, where applicable, carried on the Cellular System at rates prescribed by the Authority.

7.2. The billing shall be subject to audit by the Authority Billing and/ or collection may be done by DOT, if so requested ,on mutually agreed terms and conditions.

7.3. The operator shall provide detailed itemized billing information to those subscribers who may like to have it by making a written request in this regard.

7.4 The billing cycle may not be less than one month or more than three months for any connection provided under this licence.

Condition 8

#### RIGHT TO INSPECT

8.1 Site Inspection:

The Authority ,or its authorized representative shall have the right to inspect the sites where from and to the Services are extended .The Authority shall ,in particular but not limited to ,have the right to access to lines ,junctions ,trunks ,terminating Interfaces ,processing hardware/software ,memories of live ,magnetic ,optical and any Other varieties ,wired options ,distributing frames ,and to enter into dialogue with Input/ Output devices or terminals .The licensee will provide the necessary infrastructure for continuous monitoring of the same if required by the Authority or his authorised representative for national security reasons .No prior permission/intimation shall be required to exercise the right of Authority to carry out the inspection.

### ALTERATIONS TO THE APPLICABLE SYSTEMS

9.1 The Licensee shall from time to time inform the Authority and provide with such additional information as may reasonably be required about any proposal for change to the Applicable Systems or to any apparatus comprised therein or to any stored commands or protocol, which the Licensee may reasonably anticipate from the facts known to him.

- (i) running any Connectable System which is likely to be connected to the Applicable Systems;
- (ii) producing or supplying telecommunications apparatus or telecommunications systems for connection to the Applicable Systems without becoming comprised in them materially to modify, or as the case may be, to replace or cease to produce or supply, any item of telecommunications apparatus connected or to be connected to the Applicable Systems.

9.2 The Licensee shall prepare and publish in consultation with the Authority but not later than six months after the date on which this licence comes into force a statement of its procedures for consulting, and giving advance notice to, the persons likely to be affected by such changes and shall continue to adhere to those procedures.

9.3(a) "To modify" in relation to any other apparatus or system means in this Condition to make any alteration to that Apparatus or System which may be necessary to ensure that any Message which has been or is to be conveyed by means of any of the Applicable Systems connected or to be connected to that Other Apparatus or System is capable of being properly conveyed by that other apparatus or system or by that Applicable System as the case may be.

(b) "Other Apparatus or System" means any telecommunications apparatus or telecommunication system together with any protocol, message format or stored command in such apparatus or system connected or to be connected to but not comprised in any of the Applicable Systems.

### PUBLIC EMERGENCY CALL SERVICES

10.1 Any member of the public using telecommunication apparatus which is lawfully connected to any of the Applicable Systems at any place in the Service Area and which is capable of transmitting and receiving unrestricted two way voice telephony services shall be provided with a Public emergency Call Service, that is to say a

Telecommunication service by means of which any such member of the public may at any time and without incurring any charge, communicate by means of any such apparatus, as swiftly as practicable with an appropriate Emergency Organisation Control Center for the purpose of notifying them of the nature and location of an emergency.

10.2 For the purposes of this Condition telecommunication apparatus shall only be regarded as capable of transmitting and receiving unrestricted two way voice telephony services if it is capable of both:

- (i) transmitting for conveyance by means of an Applicable System specific signals designated by the Licensee for the purpose of establishing communication with voice telephony apparatus controlled by the Emergency Organisations; and
- (ii) transmitting and receiving uninterrupted simultaneous two way speech conveyed, or as the case may be to be conveyed, by means of that Applicable System.

Condition 11

#### FORCE – MAJEURE:

11.1 If at any time, during the continuance of this licence, the performance of any obligation either in whole or in part by any party shall be prevented or delayed, by reason of war, or hostility, acts of enemy, civil commotion, sabotage, fire, flood, act of State or statutory authority, explosion, epidemic, quarantine restriction, strikes, lock-out, or act of GOD (hereinafter referred to as EVENT), provided notice of happenings Of any such EVENT is given by either party to the other, within 21 days from the date of occurrence thereof, neither party shall, by reason of such EVENT, be entitled to terminate this licence, nor shall either party have any claim for damages against the other, in respect of such non-performance or delay in performance. Provided Services under this licence shall be resumed as soon as practicable, after such EVENT may come to an end or ceases to exist. The decision of the Authority as to whether the Services may be so resumed or not, shall be final and conclusive.

11.2 If the service remains discontinued due to such force majeure event for more than two months then the parties shall meet together and discuss the future course of action.

11.3 The Authority shall not be obliged to grant any rebate in Licence fee on account of EVENT referred to in para 11.1 above, where the Authority decides to continue the Service. Appropriate rebate in Licence fee may be allowed by the Authority where it ultimately decides to discontinue the Service. In the latter case, rebate in Licence fee shall be allowed to the Licensee for passing it on to the bonafide users of that Service.

PERMITTED SERVICES

12.1 The Licensee or his collaborator shall be a member / signatory of the GSM MOU and the membership shall remain valid over the period of the licence. The Licensee will follow the decisions of the GSM MOU and implement such services as decided by the Authority.

12.2 The Licensee shall provide all essential or mandatory features of the service as per GSM MOU well in advance but not later than 90 days from the date of commissioning. However, the supplementary or optional features may be provided at any time at the option of the licensee after indicating to the Authority.

12.3 The Licensee shall provide unrestricted access for his subscribers to all services including value added services available on PSTN.

12.4 The Licensee shall not engage in the business of the provision of Value Added Services based on the cellular mobile service without specific written permission of the Authority.

12.5 For the avoidance of doubt, it is hereby declared that nothing contained in Condition 12.4 above shall preclude the Licensee from engaging in advertising and promotional activities relating to any of the Applicable Systems or from assembling any telecommunication apparatus comprised or to be comprised in any of the Applicable System.

REQUIREMENT TO FURNISH INFORMATION TO  
THE AUTHORITY

13.1 A) Subject to Condition 13.2, the Licensee shall furnish to the Authority, in such manner and at such times as the Authority may reasonably request, such documents, accounts, estimates, returns or other information and procure and furnish to it such reports as it may reasonably require for the purpose of exercising the functions assigned to it.

b) In the interest of security, billing records will be preserved for a period of one year and made available to the authority or its agent as and when so required.

13.2 The Licensee may not be required to procure or furnish a report which shall not normally be available to him unless the Authority considers the particular report essential to enable it to exercise its functions.

### 13.3 Engineering details:

(a) The Licensee shall furnish complete technical details with all calculations for engineering ,planning and dimensioning of the system/network etc.

(b) The detailed calculations about link engineering ,field strength,signal penetration indside the buildings including basements etc shall be provided.

(c ) The details of coverage for each transmitters shall be provide.

(d) Alll the transmitter sites with coverage ,MSC & base station sites shall be clearly indicated in the map.

The above details ber provided within two moths of the signing of the Licence Agreement.

Condition 14

### LIQUIDATED DAMAGES

14.1 The date of delivery of the service stipulated in his license shall be deemed as the essence of he contract and the Service must be brought ono commission not later than such date specified therein. Extension will not be granted but if the Service is brought into commission after the expiry of the date of commissioning,without prior written concurrence of the licensing authority and he accepted by Authority ,such commissioning will not deprive the Authority of its right to recover liquidated damages under this Condition.Provided the commissioning of the Service if effected within 15 days of the expiry of commissioning date than the Authority may accept the Services and in such cases the provision of the Condition 14.2 will not be attracted.

14.2 In case he Licensee fails to bring the Service or any part thereof into commission within the period prescribed for the commissioning ,Authority shall be entitled to recover Rs.5 lakh (Rupees: Five Lakh) for each week of the delay or part thereof,subject to maximum Rs.100 lakhs (Rupees: One HUNDRED Lakhs).For delay of more than 20 weeks the licence shall be Terminated as per Condition 15.

14.3 (i) In case of impermissible delay the liquidated damages shall be calculated from the expiry date of bringing into commissioning without any grace period of 15 days as per paragraph 14.1 above.Commissioning shall mean complete installation of main equipment and offer of Service to general public ,so as to meet atleast 10% of the registrtered demand all over the service area in accordance with 3.2 (ii) ,and subject to the relevant performance/quality tests to be carried out by the Authority.

(ii) Licensee is expected to commence registering the demand for Cellular Mobile Service on award of license .For the purpose of this Clause,the demand registered within one year of the grant of license or up to date commissioning whichever is earlier,will be taken as registered demand.

14.4 Any sum of money due and refundable to the licence including security deposit arising out of his or any other licence may be appropriated and set off against any claim of the DOT or Telecom Authority.

Condition 15

#### TERMINATION OF THE LICENCE:

15.1 Termination for default:

The Authority ,may ,without prejudice to any other remedy for breach of condition of licence by a written notice issued to LICENSEE 30 days in advance ,terminate this licence either whole or in part under the following circumstances:-

(a) if the Licensee fails to provide any or all of the Services within the time specified in or in any extension granted thereof by the Authority.

Or

(b) if the Licensee fails to perform any other obligation (s) under the licence including timely payments due to Authority;

When the Licensee , in either case of the above circumstances ,does not rectify the failure within a period of 30 days or such longer period as the Authority may authorize in writing after the receipt of the default notice from the Authority.

15.2 In the event of termination of the licence either in whole or in part ,the Authority shall procure upon such terms and conditions and in such manner as deemed fit ,the goods and services and will make up for those not installed ,not delivered or not brought into commission so as to enable providing of contracted service and the LICENSEE shall be liable to the AUTHORITY for any extra costs for such corrective efforts .



15.3 Whenever the licence is terminated or not extended, the Authority shall order to ensure the continuity of service take such steps as necessary including the following:

i) direct the Department of Telecommunications to take over

or

ii) issue licence to another Indian Company for running the service.

The licensee shall facilitate taking over by DOT or the new licensee all the assets as are essential for the continuity of the service. The licensee shall receive from DOT or the new licensee as the case may be reasonable compensation, for the assets made over based on the current replacement value of the assets, their future earning capacity, and such like other relevant factors.

15.4 In case of termination of licence if the service quality is not maintained as per specification during the notice period, it shall be treated as breach of license conditions.

15.5 Termination for Insolvency:

The Authority, may at any time terminate the licence by giving written notice to the Licensee without any compensation, if the Licensee becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action which has accrued or will accrue thereafter to the Authority. The bank guarantee provided by the licensee will also be encashed and forfeited.

15.6 Termination for Convenience:

If the Licensee surrenders the licence, he shall give a notice of one year to the Authority as well as to the users of the service. Licensee shall however, continue to observe the criteria of QUALITY OF SERVICE during the notice period and if fails to do so then it will be treated as breach of condition of licence.

15.7 Termination for transfer of Licence:

The Licensee shall not transfer the licensing rights granted to him, to any other party. Any violation will be constructed as a breach of licensing rights and the licence will be terminated in accordance with 15.1 above.

15.7 Termination for Security Reasons:

The Telecom Authority reserves the right to take over the entire services and networks of the licensee or revoke/terminate/suspend the licence in the interest of national security or in the event of a national emergency/war or low intensity conflict type of situations.

## ARBITRATION OF DISPUTES

(a) In the event of any question, dispute or difference arising under this licence, or in connection thereof, except as to the matter, the decision of which is specifically provided under this licence, the same shall be referred to the sole arbitration or the Director General, Telecommunications, or in case his designation has changed, or his Office is abolished, then, in such case, to the sole arbitration of the officer for the time being entrusted, whether in addition to the functions of the Director General, Telecommunications or by whatever designation such officer may be called (hereinafter referred to as the said officer), and if the Director General, Telecommunications or the said officer is unable or unwilling to act as such, to the sole arbitration, then some other person appointed by the Director General, telecommunications or the said officer.

(b) There will be no objection to any such appointment that the Arbitrator is a Government Servant, or he has to deal with the matter to which the licence relates, or that in the course of his duties as a Government Servant, he has expressed views on all, or any of the matter in disputes or in differences. The award of the arbitrator shall be final and binding on the parties. It is a term of this licence, that in the event of such Arbitrator, to whom the matter is originally referred to, being transferred or vacating his office, or being unable to act for any reason whatsoever, such Director General, Telecommunication or the said officer shall appoint another person to act as Arbitrator, in accordance with the terms of the licence and the person so appointed shall be entitled to proceed with reference to the stage at which it was left out by his predecessor.

(c) The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award. The Arbitration Act 1940, the rules made thereunder and any modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings as above.

(d) Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

## 17.1 PREPARATION OF ACCOUNTS:

The Licensee shall;

(a) maintain and prepare accounting records sufficient to show and explain its transactions in respect of each complete financial year during which this Licence is in force, or of such lesser periods as the Authority may specify fairly presenting the costs including capital costs, revenue and financial position of the Licensee's business and including a reasonable assessment of the assets employed in and liabilities attributable to the Licensee's business.

(b) procure in respect of each of those accounting statements prepared in respect of a complete financial year a report by the Licensee's Auditor stating whether in his opinion the statement is accurate and adequate for the purpose of this Condition.

© deliver to the Authority a copy of each of the accounting statements not later than six months at the end of the period to which they relate.

Condition 18

#### FINANCIAL CONDITIONS

18.1 The applicable tariffs are given in schedule 'A'.

18.2 The Cellular Mobile Telephone Service will be provided by the LICENSEE under the following conditions:

i) The period of licence shall be initially for 10 years unless terminated under clause 15 above .If requested by the licensee ,extension may be granted by the Authority at suitable terms for a period of five years.The decision of the Authority shall be final in the matter.The Authority shall extend or refuse extension of the licence laest by the 8<sup>th</sup> year from effective date.If no request for extension is received by then ,the licence shall automatically be terminated as per due date on efflux of time.

ii) The Licensee shall deposit and maintain during the period of the licence a Performance Bank Guarantee of Rs..... Crore as a performance security.performance bank guarantee shall be in the format as prescribed by the DOT and shall be submitted prior to the signing of licence agreement.The guarantee shall be valid for a period or three years and shall be renewed by the Licensee 4 months prior to expiry date for such period as may be determined by the Authority.

\*(Amount of performance bank guarantee shall be Rs.20 crores per category A circle, Rs 10 crores per category B circle and Rs.2 crores per caagory C circle).

iii) The Licensee shall submit a Financial Bank Guarantee from any schedule bank, valid for two years from the date of signing of the licence agreement. The amount of the Financial Bank Guarantee is as follows:

- First Year : (a) Rs.50 crores for 'A' category circle.  
(b) Rs.25 crores for 'B' category circle.  
(c) Rs 15 crores or first year's licensee fee which ever is lower for category 'C' circle.
- Second Year : An amount equal to the annual licence fee payable for second Year.

The licensee shall renew the bank guarantee if the escrow account is not healthy by the relevant time or when otherwise desired by the Authority.

iii) Terminal ownership :The mode of ownership of terminal equipment will be at the opinion of the subscriber. This will be subject to interface approval by Authority or an authorised agent by Authority.

iv) The communication resources and other support facilities: LICENSEE will have to make his own arrangement for all infrastructure involved in providing the service. However, the charges for such facilities provided by Deptt. of Telecom on the request of the LICENSEE will be charged for separately.

v) If the LICENSEE ,has in addition ,taken on lease or rent other telecommunication resources from TELECOM AUTHORITY purely for the purposes of networking his geographically dispersed equipment ,these resources will be subject to additional tariff as fixed by DOT from time to time.

vi) Commercial international borrowing by the licensee shall not be more than double the foreign equity of the licensee.

## PAYMENT OF LICENCE FEES

19.1 The Licence fee payable by the Licensee is as follows:-

Year	Licensee Fee in Rs Crores
1	8.92215
2	8.92215
3	35.6884
4	35.6884
5	nil
6	nil
7	nil
8	nil
9	nil
10	nil
Total	89.22

19.2 The (Cellular) licence fee for first year shall be paid in lumpsum prior to signing the licence agreement. For subsequent years licence fee for each year shall be payable in quarterly instalments in advance by way of post-dated cheques (a/c payees) drawn on any schedule bank in Delhi or elsewhere, to be specified by the Authority, relating to the quarters of the year or part thereof in case of partial quarter if any.

19.3 For the purpose of charging the licence fee for the first year, the year shall be reckoned as 12 months beginning with the effective date.

19.4 The annual licence fee referred to above does not include Royalty fees payable to WPC Wing of Ministry of Communications (WPC) for use of Radio Frequencies which shall be paid separately by the licensee on the rates prescribed by the WPC and as per procedure specified by it.

19.5 Communication resources and other support facilities provided by the Department of Telecom or its nominee will be charged separately at prescribed rates and intervals.

19.6 (a) Within one month of signing of Licence Agreement, the licensee shall establish a separate bank account with a Schedule Bank in India, to which all revenue accruing from the operations under this licence shall be credited. The Telecom Authority shall have a lien on the 30 % amount credited to this account subject to a maximum of amount equal to one quarter's levy plus any other amount payable due during the ensuing quarter, as assessed by the Authority. The licensee shall permit and facilitate so that such amount shall be adjusted towards the (cellular) licence fee and all other dues payable to the Authority. Adjustments of payments due shall be carried out between the Authority and the licensee on a quarterly basis in advance.

(b) The Authority may specify the estimated quarterly amounts in the beginning of the year and any balance amount may be adjusted in the last week of the quarter. If the balance amount of adjustment at the end of any quarter exceeds Rs 2 lakhs, suitably revised amount shall be specified for the ensuing quarter. When it is clear that the specified amount for remaining quarters of the year needs to be revised, this shall be promptly done.

19.7 Till this account will not have adequate funds and becomes healthy or operative, a financial bank guarantee shall be furnished. The Authority shall decide to act as per Para 19.6 above. For the period upto the first two years after effective date, the Authority may specify 'nil' amount to the bank where escrow account is established and financial bank guarantee covering the account is established and financial bank guarantee covering the dues to the Authority shall be available for this initial period.

19.8 In case of over-due payments, interest shall be charged on the amount due at the prime lending rate as specified by State Bank of India from time to time plus 5 % (compounded monthly).

19.9 If due payment is not received with 1 time plus with a grace period of 10 days, the sum shall be recovered by encashing the bank guarantee without any notice for termination of contract. DOT shall retain the option to discontinue the use of its facilities by the vendor immediately thereafter and the Authority may also resort to action under Condition 15. This is without prejudice to any other the Authority may decide to resort to.

19.10 The performance Bank Guarantee shall be submitted separately.

19.11 Access charges will be levied by Authority or its nominee in bulk for local, STD and ISD calls for the total number of metered calls at the point of interconnect to the fixed network at unit rates applicable to the highest slab of the fixed network. Bills will be raised by the Authority by the 10<sup>th</sup> of every month in respect of calls made during the previous month. These Bills shall be payable within 15 days of issue.

19.11 Annual GSM-MOU charges,if any ,shall be paid separately by the Licensee.

19.12 The licensee will pay junction charges at the applicable rates for all the DOT junctions.

Condition : 20

#### W.P.C. Wing's Licence

20.1 Aseparate licence shall be required from the WPC Wing of Ministry of Communication,which will permit utilization of appropriate radio frequency spectrum for the establishment & operation of the C.M.T.S under usual term and conditions of that licence .Grant of licence will be governed by normal rules ,procedure & guidelines and will be subject to completion of necessary formalities.

20.1.1 For this purpose ,an application shall be made to the “Wireless Adviser to the Govt.of India,WPC Wing,Ministry of Communications,Sardar Patel Bhavan,Sansad Marg,New Delhi-110001” in a prescribed application form available from WPC Wing

20.2 Siting clearance in respect of each fixed station & its antenna shall be obtained from the WPC Wing for which an applicant shall apply to the Secretary ,SACFA (Standing Advisory Committee on Frequency Allocations) in the prescribed application form,on the following address:-

The Secretary (SACFA)  
WPC Wing,Ministry of Communications  
Sardar Patel Bhavan,  
Sansad Marg  
New Delhi -110001.

Note: (i) :”SACFA” is the apex body in the Ministry of Communications for considering matters regarding frequency allocatios and other related issues.

(ii) Siting clearance refers to the agreement of majorwireless users for the location of proposed fixed antenna from the point of view of compatibility with other radio systems and vaiation hazard.It involves inter-departmental coordination.

20.3 A cumulative maximum of upto 4.4 MHz in the bands 890-902.5 & 935-947 MHz shall be permitted based on appropriate justification .Exact 200 KHz RF channel frequencies will be assigned contiguously as far as practicable on case by case basis,after due coordination ,wherever considered necessary.

20.4 Licence fee and Royalty shall have to be paid for grant of licence which shall be subject to revision from time to time.

20.5. The licensee shall not cause harmful interference to other authorized users of radio spectrum. WPC Wing shall have the sole discretion to take practicable and necessary steps for elimination of harmful interference, if any, to other licensed users.

20.6 The Wireless Planning and Coordination Wing (WPC) shall have the right to inspect from time to time the installations from technical angles, to check conformity with WPC Wing's licence.

Condition 21

#### DISPUTES WITH OTHER PARTIES

21. In the event of any dispute of the Licensee with any party other than DOT due to any reasons whatsoever, the dispute will be sorted out among themselves and Department of Telecom. will have no liability in any manner. However, when dispute arises with other parties due to non-observance of rules and regulations by the Licensee as provided in this licence, the 'Authority' will have full powers to take any action against Licensee as provided in the relevant Clauses of this licence.

Condition 22

#### APPLICATION OF INDIAN TELEGRAPH ACT

22. The Licensee shall furnish all means and facilitate in every manner the application of the Indian Telegraph Act 1885 and Indian Wireless Telegraphy Act 1933 as modified from time to time. The Service shall be provided in accordance with the provisions of Indian Telegraph Rules as modified from time to time.

22.1. The Licensee shall ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not carried on his network. In particular, he is obliged to provide the tracing facilities to trace the nuisance or malicious calls, messages or communications transported through his equipment and network.

22.2 As per the provision of Section 5 of Indian Telegraph Act, the Licensee will provide necessary facilities to the designated authorities of central/state Government as conveyed by the Authority from time to time for interception of the messages passing through its network.

Section 5(2) of the Indian Telegraph Act 1885 reads as under:



“on the occurrence of any public emergency or in the interest of public safety ,the Central Govt.or a State Govt. or any officer specially authorised in their behalf by the Central Govt or a State Govt. may if satisfied that it is necessary or expedient to do so in the interests of the sovereignty and integrity of India,the security of the State,friendly relations with foreign states or public order or for preventing incitement to the commission of an offense for reasons to be recorded by the order,direct that any message or class of messages to or from any person or class of persons or relating to any particular subject,brought for transmission by or transmitted or received by any telegraph ,shall not be transmitted or shall be intercepted or detained or shall be disclosed to the Govt. making the order or an officer thereof mentioned on the order:

Provided that press messages intended to be published in India of correspondents accredited to he Central Government or a State Govt.shall not be intercepted or detained ,unless their transmission has been prohibited under this subsection.”

Condition 23

### 23.0 SECURITY CONSIDERATION:

23.1 The LICENSEE shall not normally employ bulk encryption equipment in its network.However if any encryption is used and connected to the LICENSEE’S network than it shall have prior evaluation and written approval of the AUTHORITY.

23.2 The LICENSEE shall provide to the AUTHORITY details of location of switchingb centres,transmission centers,including routing details etc. Any installation of the concerned equipment and execution of the concerned project shall be taken up only after the approval by the AUTHORITY and locations of these centres shall not be changed without prior approval of the AUTHORITY .This requirement shall be applicable only to such areas as are sensitive from security point of view as may be notified from time to time by the Authority.Provided that the Licensee shall ensure that the Cell Sites or Radio Transmitters ,as the case may be ,wherever located and established shall be at a distance of 10 K.M.S from International Border of India and such Cell Sites or Radio Transmitters will work in such a fashion that any signal or signals,emanating therefrom,fade out when nearing or about to cross International Border and also become unusable within a reasonable distance across such border.

23.3 The LICENSEE shall provide necessary facilities to the Government to counteract espionage ,subversive act,sabotage or any other unlawful activity.

23.4 The Licencee shall make available on demand to government or its authorised representative full access to the switching centres,transmission centres,routes etc,for technical scrutiny and for inspection.

23.5 All foreign personnel likely to be deployed by the LICENSEE for installation ,operation and maintenance of he LICENSEE’S network shall obtain security clearance from the Government prior to their deployment.

23.6 The LICENSEE shall ensure protection of privacy of communication and ensure that unauthorized interception of message does not take place.

23.7 AUTHORITY shall have the right to take over the SERVICE, equipment and networks of the LICENSEE either in part or in whole of the SERVICE area as per directions if any, issued in public interest by the government in case of emergency or war or low intensity conflict or similar eventuality. Provided any specific order or direction from the Government issued under such conditions shall be applicable to the LICENSEE and shall be strictly complied with.

23.8 AUTHORITY reserves the right to modify these conditions or incorporate new conditions necessary in the interest of national security.

Condition 24

#### 24.0 Operating Conditions

24.1 Prior approval of the Authority shall be obtained in writing by the licensee before he enters into any agreement with another licensee on Telecom Operation.

24.2 The incoming junctions for the interconnection between Mobile Switching Centre and the Fixed network may be obtained by the licensee, by applying in writing and on payment of normal prescribed charges to local office of DOT/MTNL.

24.3 Suitable arrangements shall be provided by the licensee to enable the Authority to monitor the billing software and billing data of the Cellular network.

24.4 The Licensee shall not assign or transfer its rights in any manner whatsoever under the licence to a third party or enters into any agreement for sub-licence and/or partnership relating to any subject matter of the licence either in whole or in part i.e. no sub-leasing /partnership/third party interest shall be created.

24.5 In case of interruption of service lasting for more than 72 hours, an appropriate rebate shall be given to the users of the service by the Licensee. The Authority, in case of a default may impose any penalty as deems fit.

24.6 The Authority may modify at any time the terms and conditions of the licence if deemed necessary or expedient in the interests of national security or the general public or for the proper conduct of telegraphs.

24.7 The Authority reserves the right to revoke the licence at any time for good and proper reasons by giving a written notice of 60 days from the date of receipt of such notice.

24.8 The Authority will have an absolute right to take over the entire services and networks of the licenses with or without revoking/terminating / suspending the licence in the interest of national security or in the event of a national emergency/war.

24.9 The licensee shall indicate whether it will use encryption/specialized modulation while operating the network. This information will be required immediately after signing of the licence agreement. In case encryption/specialized modulation is proposed to be used in the network, the licensee shall make available the encryption /specialized modulation software / algorithm to the Authority immediately on the commissioning of the service. Authority reserves the right to permit or not to permit the use of encryption in the network.

#### 24.10 PUBLICATION OF CELLULAR SERVICE DIRECTORY

24.10.1 The licensee shall publish a Cellular Service Directory containing all commercial information ,name address and number of the subscribers .If a subscribers does not wish to be listed in the directory ,the Licensee will be free to delete his name from the directory after taking consent of the subscriber in writing.

24.10.2 All the subscribers of the service shall be entitled to one free entry in this directory and any additional information/specific printing in a particular type at the request of the subscriber may be charged ,extra ,at a rate to be specified by Department of Telecom.

24.10.3 Any other charges relating to he directory to be charged from subscribers/public shall be fixed in consultation with the Department of Telecom.

24.10.4 The Department of Telecom is entitled to include ,free of cost directory information of the Cellular subscribers in the directory published by the DOT for PSTN/Telex/Data Services etc .and the licensee shall be bound to supply the above information as and when asked for.

24.10.5 The Authority or any authorised person shall have an access to the Data base relating to the Cellular subscribers of the Licensee .The Licensee shall also update the data relating to his subscribers available with the Authority on a monthly basis .The Licensee shall make available , details of the subscribers using the service at any prescribed instant ,to the Authority or its representative .

24.11 The Licensee will be responsible for the measurement of the message ,in units ,in segments of kilobytes or as the case may be and shall keep a record of the same for purposes of billing in so far as his equipment and the Services are concerned .The Licensee shall preserve all commercial records with regard to the communications exchanged on the network till the Authority clears for destruction .Such records should be archived for atleast one year for scrutiny by the Authority for security reasons.

24.12 The Authority ,or an authorised agent shall have the right to inspect the sites wherefrom the Services are extended .The Authority shall ,in particular but not limited to ,have access to lines ,junctions ,trunks ,terminating interfaces ,processing hardware/software ,memories of live ,magnetic ,optical and any other varieties ,wired options ,distribution frames ,and to enter into dialogue with Input/Output devices or terminals .The Licensee see will provide the necessary infrastructure for continuous monitoring of the same if required by the Authority or its authorised agent .no prior permission/intimation shall be required to exercise this right of Authority to carry out the inspection.

24.13 Value added services may be permitted on he Cellular network of the licensee to his subscribers .However a separate licence will be required from the Authority for such services.

24.14 The setting up of long distance links will be permitted within the circle.The operator is free to locate his MSC/MSCs anywhere in the circle.

24.15 MSCs of licensee may be interconnected directly if so desired within the circle.

COMPLIANCE STATEMENT

This company hereby agrees to fully comply with all Technical , Commerce , General, Operating and Financial conditions of Tender document .No.11-28/94 – MMT ( TM) including amendment /clarification and replies to queries issued by the Authority without any deviations and reservations.

Signature of the authorized signatory of the bidder/operating company

For and on behalf of

-----  
(Name of the company)



