[**HOW TO APPLY FOR AN ISP LICENCE**](http://www.dot.gov.in/internet%20services/CHECKLIST%200F%20VARIOUS%20DOCUMENTS/HOW%20TO%20APPLY%20FOR%20AN%20ISP%20LICENCE.doc)

**Government of India**

**Ministry of Communications & IT**

**Department of Telecommunications**

**Sanchar Bhavan, New Delhi**

**No.820-1/2006-LR Dated: 24th Aug, 2007**

**GUIDELINES AND GENERAL INFORMATION FOR GRANT OF LICENCE FOR OPERATING INTERNET SERVICES.**

Internet service sector was opened for private participation in 1998 with a view to encourage growth of Internet and increase its penetration. The sector has seen tremendous technological advancement for a period of time and has necessitated taking steps to facilitate technological ingenuity and provision of various services. The Government in the public interest in general, and consumer interest in particular, and for proper conduct of telegraph and telecom services has decided to issue the following new guidelines for grant of licence of Internet services on non-exclusive basis with immediate effect:

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 **(Annex-I)**, 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 and Accounts Officer (HQ), DOT , Sanchar Bhawan, New Delhi and the same shall not be refunded for any reason whatsoever.
5. **SERVICE AREA :**

For the purpose of licence, the country has been divided into separate service areas in two categories as mentioned below:

**Category A**: This covers the territorial jurisdiction of the Union of India except specified areas that may be notified to be excluded from time to time.

**Category B**: Any of the twenty three territorial service areas as per **Annex**-**II**.

1. There shall be no limit on number of Licences that can be granted in a particular service area.
2. **Foreign Direct Investment (FDI):**
3. FDI ceiling in the Licensee Company shall be 74%.
4. Both direct and indirect foreign investment in the licensee company shall be counted for the purpose of FDI ceiling. Foreign Investment shall include investment by Foreign Institutional Investors (FIIs), Non-resident Indians (NRIs), Foreign Currency Convertible Bonds (FCCBs), American Depository Receipts (ADRs), Global Depository Receipts (GDRs) and convertible preference shares held by foreign entity. Indirect foreign investment shall mean foreign investment in the company/ companies holding shares of the licensee company and their holding company/companies or legal entity (such as mutual funds, trusts) on proportionate basis. Shares of the licensee company held by Indian public sector banks and Indian public sector financial institutions will be treated as `Indian holding’. In any case, the `Indian’ shareholding will not be less than 26 percent.
5. FDI up to 49 percent will continue to be on the automatic route. FDI in the licensee company/Indian promoters/investment companies including their holding companies, shall require approval of the Foreign Investment Promotion Board (FIPB) if it has a bearing on the overall ceiling of 74 percent. While approving the investment proposals, FIPB shall take note that investment is not coming from countries of concern and/or unfriendly entities.
6. The investment approval by FIPB shall envisage the conditionality that Company would adhere to licence Agreement.
7. FDI shall be subject to laws of India and not the laws of the foreign country/countries.
8. **Security Conditions:**
9. The Chief Officer In charge of technical network operations and the Chief Security Officer should be a resident Indian citizen.
10. Details of infrastructure/network diagram (technical details of the network) could be provided on a need basis only to telecom equipment suppliers/manufacturers and the affiliate/parents of the licensee company. Clearance from the Licensor (Department of Telecommunications, Government of India) would be required if such information is to be provided to anybody else.
11. For security reasons, domestic traffic of such entities as may be identified /specified by the licensor shall not be hauled / routed to any place outside India.
12. The licensee company shall take adequate and timely measures to ensure that the information transacted through a network by the subscribers is secure and protected.
13. The officers/officials of the licensee companies dealing with the lawful interception of messages will be resident Indian citizens.
14. The majority Directors on the Board of the company shall be Indian citizens.
15. The positions of the Chairman, Managing Director, Chief Executive Officer (CEO) and/or Chief Financial Officer (CFO), if held by foreign nationals, would require to be security vetted by Ministry of Home Affairs (MHA). Security vetting shall be required periodically on yearly basis. In case something adverse is found during the security vetting, the direction of MHA shall be binding on the licensee.
16. The Company shall not transfer the following to any person/place outside India:-
17. Any accounting information relating to subscriber (except for international roaming/billing) (Note: it does not restrict a statutorily required disclosure of financial nature) ; and
18. User information (except pertaining to foreign subscribers using Indian Operator’s network while roaming).
19. 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 endeavour to obtain traceable identity of roaming subscribers from the foreign company as a part of its roaming agreement.
20. On request of the licensor or any other agency authorised by the licensor, the telecom service provider should be able to provide the geographical location of any subscriber (BTS location of wireless subscriber) at a given point of time.
21. The Remote Access (RA) to Network would be provided only to approved location(s) abroad through approved location(s) in India. The approval for location(s) would be given by the Licensor (DOT) in consultation with the Security Agencies (IB).
22. Under no circumstances, should any RA to the suppliers/manufacturers and affiliate(s) be enabled to access Lawful Interception System(LIS), Lawful Interception Monitoring(LIM), Call contents of the traffic and any such sensitive sector/data, which the licensor may notify from time to time.
23. The licensee company is not allowed to use remote access facility for monitoring of content.
24. Suitable technical device should be made available at Indian end to the designated security agency/licensor in which a mirror image of the remote access information is available on line for monitoring purposes.
25. Complete audit trail of the remote access activities pertaining to the network operated in India should be maintained for a period of six months and provided on request to the licensor or any other agency authorised by the licensor.
26. The telecom service providers should ensure that necessary provision (hardware/software) is available in their equipment for doing the Lawful interception and monitoring from a centralized location.
27. The telecom service providers should familiarize/train Vigilance Technical Monitoring (VTM)/security agency officers/officials in respect of relevant operations/features of their systems.
28. It shall be open to the licensor to restrict the Licensee Company from operating in any sensitive area from the National Security angle.
29. 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.
30. For monitoring traffic, the licensee company shall provide access of their network and other facilities as well as to books of accounts to the security agencies.
31. In case of other service providers, the bandwidth can be provided only to registered Other Service Providers.
32. The one time entry fee of Rs. 20 lakhs for Category-A Internet Service Licence & Rs. 10 lakhs for Category-B Internet Service Licence is to be paid before signing of the licence agreement.
33. An annual licence fee @6% of Adjusted Gross Revenue (AGR) subject to minimum of Rs.50,000/- (Rupees Fifty Thousand Only) and Rs.10,000/- (Rupees Ten Thousand Only) shall be charged for category A & B service areas respectively per annum per licenced service area. The revenues accrued from pure Internet services will be excluded from the definition of AGR for the purpose of computing licence fee.
34. A Financial Bank Guarantee (FBG) of Rs. Ten Lakh for Category ‘A’ Service Area Licence and Rs. One Lakh for Category ‘B’ Service Area Licence, valid for one year, is to be provided before signing of the licence agreement (in prescribed format) **(Annex-III).** Based on AGR, the amount of FBG shall be reviewed annually by the Licensor.
35. A Performance Bank Guarantee (PBG) of Rs. Two crore for Category ‘A’ and Rs. Twenty Lakh for each Category ‘B’ service area valid for two years from any scheduled bank in the prescribed form **(Annex-IV).**
36. **SCOPE OF SERVICE:**

Following services can be provided within the scope of Licence for Internet Service :

1. Internet Access: Internet Access is use of any device/ technology/ methodology to provide access to Internet including IPTV. However, the content for IPTV shall be regulated as per prevailing laws.
2. Internet Telephony: Internet Telephony is a service to process and carry voice signals offered through Public Internet by the use of Personal Computers (PC) or IP based Customer Premises Equipment (CPE) connecting the following :
	1. PC to PC; within or outside India
	2. PC / a device / Adapter conforming to standard of any international agencies like- ITU or IETF etc. in India to PSTN/PLMN abroad.
	3. Any device / Adapter conforming to standards of International agencies like ITU, IETF etc. connected to ISP node with static IP address to similar device / Adapter; within or outside India.
	4. Internet Telephony is a different service in its scope, nature and kind from real time voice as offered by other licensed operators like Basic Service Operator (BSO), Cellular Mobile Service Operator (CMSO), Unified Access Service Licence (UASL), National Long Distance Operator(NLDO), International Long Distance Operator (ILDO) and Public Mobile Radio Trunk Service (PMRTS).
3. Except whatever is described in condition (ii) above, no other form of Internet Telephony is permitted.
4. Addressing scheme for Internet Telephony shall only conform to IP addressing Scheme of Internet Assigned Numbers Authority (IANA) exclusive of National Numbering Scheme / plan applicable to subscribers of Basic / Cellular Telephone service. Translation of E.164 number / private number to IP address allotted to any device and vice versa, by the licensee to show compliance with IANA numbering scheme is not permitted.
5. The Internet Service Licensee is not permitted to have PSTN/PLMN connectivity. Voice communication to and from a telephone connected to PSTN/PLMN and following E.164 numbering is prohibited in India.
6. Unified Messaging Services (UMS) without any additional PBG within the scope of (i) to (ii) above can be provided.
7. The Licensee shall ensure that Bulk Encryption is not deployed by ISPs connecting to Landing Station. Further, Individuals/Groups/Organizations are permitted to use encryption upto 40 bit key length in the symmetric key algorithms or its equivalent in other algorithms without having to obtain permission from the Licensor. However, if encryption equipments higher than this limit are to be deployed, individuals/groups/organizations shall do so with the prior written permission of the Licensor and deposit the decryption key, split into two parts, with the Licensor.
8. Internet Service to any VSAT subscriber (who could be served by a shared hub commercial service provider or captive private VSAT network) can be provided, if the VSAT is located within the service area of the ISP. For this purpose, a direct interconnection of VSAT or VSAT-hub through leased line obtained from an authorised provider to the ISP’s node/server shall be permitted only for the flow of Internet traffic. The existing licence for Closed Users Group Domestic (CUG) / Domestic Data Network via INSAT Satellite Systems does not grant long distance carrier rights to the licensee. The ISP shall provide to the Licensor a monthly statement of VSAT subscribers served with their locations and details of leased line interconnection with the VSAT hub. The VSAT hub, however, need not be located in the service area of the ISP.
9. The licensee shall provide service within 24 months from the date of signing of the licence agreement. Commissioning of service will mean providing commercial service to customers.
10. The company having ISP licence and a net worth of Rs. One Hundered crore or more can only offer IPTV services subject to approval from Licensor. A certificate from Company Secretary or Auditor (certifying the net worth of the company) is to be submitted.
11. Appointment of franchisee (directly or indirectly) outside licensed service area is not permitted.
12. For the purpose of providing the SERVICE, the licensee shall install, test and commission his own suitable equipment within the geographical limit of the service area so as to be compatible with the other service providers’ equipment and connect the same to a Gateway owned by a Licensed Internet Gateway Provider / ILDO for routing International Internet Traffic. ISPs are also allowed to set up International Internet Gateway after obtaining security clearance/approval from Authority. ILDOs and International Internet gateway providers providing International Internet bandwidth to ISPs has to install suitable device/devices for blocking of Uniform Resource Locator (URL).
13. Operation of Internet service requires IP address which can have up to 128 bit binary address or higher in future. This address is required for connection on Internet. Typically, it is required for the ports of the routers, other ISP equipments for the lease line connection and for the user end equipments / devices.
14. All subscribers except dial up subscribers have to be within the service area.
15. Direct interconnectivity between two separately licensed ISPs shall be permitted.
16. The licensee may obtain the transmission link on lease from any licensed service provider. If the LICENSEE has in addition, leased or rented other telecommunication resources from any other Telecom Service Provider authorized by the Government of India, purely for the purposes of providing the service and networking its geographically dispersed equipment, such resources will be a matter between the ISP and the service provider(s). The licensee may also establish its own transmission links within its service area for carrying traffic originated and terminated by the subscriber.
17. Resources required for interconnecting the licensee’s network to the network of upstream internet access providers or any other service provider licensed by the Authority including time frame for provision of the same, will be mutually agreed between the parties concerned subject to regulation / directions / orders of TRAI / Licensor. The resources may refer to include but not limited to physical junctions, PCM derived channels, private wires, leased lines, data circuits other network elements. The licensee shall apply for and obtain the network resources from the concerned parties. The tariff of such network is outside the scope of this licence agreement. Licensor will have no obligation for such resources from other parties.
18. The validity of licence is initially for a period of fifteen years unless otherwise terminated. If requested by the licensee, extension may be granted by the LICENSOR on suitable terms and conditions for a period of five years or more at a time. The decision of the LICENSOR shall be final in this regard.
19. Access to internet through authorised Cable Operator shall be permitted to ISPs without additional licensing subject to applicable Cable Laws (The Cable Television Networks (Regulation) Act, 1995) as modified from time to time.
20. ‘Last mile’ linkages shall be freely permitted within local area either by fibre optic or radio communication or underground copper cable for ISPs. In case of radio links, clearance from WPC wing of the DOT shall be required to be obtained by the ISPs.
21. The quality of service shall be as prescribed by TRAI/ Licensor from time to time.
22. Flow of obscene, objectionable, unauthorised or any other content infringing copy-rights, intellectual property right and international & domestic Cyber laws in any form over the ISP’s network is not permitted and the ISP is supposed to take such measures as to prevent it. Any damages/claim arising out of default on the part of the licensee in this respect shall be the sole responsibility of the licensee.
23. The ISP should make available all the billing details of any subscriber on demand by Licensor for upto one year.
24. **Monitoring facilities.**

(a) **At each - International Gateway location and / or ISP node with a router/switch having an outbound capacity of 2 Mbps or more:**

1. Every international gateway location and/or the ISP node with a router/switch having a capacity of 2 Mbps or more shall be equipped with a monitoring Centre at the cost of the ISP. Suitable appropriate monitoring system is to be set up by ISPs carrying traffic through their Internet gateways and /or ISP nodes at their own cost, as per the requirement of the security agencies and the cost of maintenance of the monitoring equipment and infrastructure at the monitoring centre located at the premises of the licensee shall be borne by the ISP.
2. Office space of 10 feet x 10 feet with adequate uninterrupted power supply and air-conditioning which will be physically secured and accessible only to the monitoring agencies will have to be provided by the ISP at each location, free of cost.
3. In addition to the equipment, one local exclusive telephone line is to be made available by the ISP at the monitoring centered, the cost to be borne by the ISPs.
4. The cost of maintenance of the equipment and infrastructure mentioned above at monitoring centre located at the premises of the ISP is to be borne by the ISP.
5. Each router/switch of the ISP should be connected by the LAN operating at the same speed as the router/switch, the monitoring equipment will be connected to this network.
6. For a national ISP or an ISP having multiple nodes/point of presence, a central monitoring centre to monitor the traffic in all the Routers/switches from a central location would be acceptable. However, in such a case, the ISP has, at the outset, to demonstrate to the Licensor that all routers / switches are accessible from the central monitoring centre. Moreover, the ISPs would have to inform the Licensor of any change that takes place in their topology /configuration, and demonstrate that all routers/switches continue to be accessible from the central monitoring centre. The decision of Licensor will be final on the issue.

**(b) At location where the ISP node router/switch has an outbound capacity less than 2 Mbps :**

At locations where the ISP node has router/switch with outbound capacity less than 2 Mbps, the ISPs shall provide (i) a LAN, (ii) office space of 10 feet by 10 feet and (iii) a local exclusive telephone line, all at the cost of the ISP. The monitoring equipment will be provided by the monitoring/ security agencies.

1. LICENSOR 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 the public interest or national security by the Government in case of emergency or war or low intensity conflict or any other eventuality. Provided any specific orders or direction from the Government issued under such conditions shall be applicable to the LICENSEE and shall be strictly complied with.
2. The Government reserve the right not to grant a Licence without assigning any reason.
3. It will be the responsibility of the licensee to obtain IP address, domain name etc. from the competent authority.
4. The Licensor or personnel authorized by the Licensor reserves the right to carry out surprise inspection.
5. The ISP licensee shall block Internet sites and individual subscribers, as identified by Licensor.
6. The LICENSOR reserves the right to modify at any time the 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.
7. All existing Category ‘C’ ISPs are encouraged to migrate to Category ‘B’ or Category ‘A’ by providing additional FBG and PBG. In case they do not migrate, they will be allowed to continue in Category ‘C’ till the expiry of the existing licence which will not be renewed in Category ‘C’.
8. The entry fee is not applicable to existing ISPs.
9. The surrender of Licence shall be governed as detailed below:
10. All ISPs who have completed the allocated period to roll out Internet services counted from the date of issue of the ISP license and have not yet rolled out their services have option to surrender the license paying 5% of PBG as surrender charge within six months of such notification.
11. All ISPs who have not rolled out services and want to surrender ISP licenses may be permitted to do so within six months form date of such notification by paying 2.5% of PBG as surrender charges provided they have not yet completed allocated period for roll out of services.
12. All ISPs who have already started Internet services and want to surrender ISP license will be permitted to do so without any surrender charges provided it gives due notice to its subscribers.
13. 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.
14. The detailed terms & conditions will be available in the draft Licence Agreement.
15. **International Gateway for Internet using Satellite Medium**
16. An ISP can set up International Gateway Station using satellite medium for Internet with prior approval of the Licensor by applying in the prescribed form as per **Annex-V** with a processing fees of Rs. Forty Thousand payable to Pay and Accounts Officer (HQ), DOT, Sanchar Bhavan, New Delhi.
17. The ISP has to apply to the Licensor for bandwidth (transponder capacity in case of satellite access) giving the detailed requirement. (both short term and long term).
18. Gateway will be used only for carrying Internet Traffic.
19. The ISP should provide information about all ISPs that would be connected to the gateway. Any change should be intimated immediately to the Licensor.
20. The details of the topology should be provided including the details of how the monitoring equipment will be fitted. Any change in the topology should be informed to the Licensor immediately.
21. Details of types of services that are proposed to be provided should be given. Any change in the same should be informed to the Licensor immediately.
22. The permission to set up Gateway is subject to other clearances/permissions that are required as per the laws of the land and it will be the responsibility of the licensee/company to obtain these clearances/permissions.
23. Gateway shall be permitted to be set up in security sensitive areas subject to setting up of appropriate monitoring equipments by the security agencies and appropriate charges to be paid by licensee towards monitoring equipments or setting up of monitoring equipment. As on date the security sensitive areas are Punjab, J&K, North Eastern States, border areas of Rajasthan, Andaman & Nicobar Islands and coastal areas of Gujarat and Tamilnadu (excluding Chennai).
24. The Internet nodes on places of security importance would be routed as per directions issued from time to time by Licensor. Interconnection of these nodes to other nodes within the country directly is not permitted.
25. **Submarine Cable Landing Station For International Gateway For Internet**
26. An ISP is permitted to set up, maintain and operate submarine cable landing station for international gateway for Internet with the prior approval of the Licensor by applying in a prescribed format at **Annex-VI** with a processing fee of Rs.Fifty Thousand. The landing Station is the first point at which the submarine cable is terminated/connected in India.
27. The Landing Station for International Gateway for Internet shall be used only for carrying Internet traffic.
28. The Landing Station configuration shall be strictly and exactly as per the details provided in the prescribed application. Any variation to that shall only be with the prior written permission of the Licensor.
29. Any information that is asked by the Licensor from the licensee shall be provided forthwith by it and in any case, not later than 15 days of asking for the same.
30. All other applicable clearances/ permissions that are required as per the laws of the land, shall be obtained by the ISP licensee.
31. The ISP shall provide information about all ISPs that would be connected to the Landing Station. Any addition shall be with the prior written permission of the Telecom. Authority.
32. Any change or addition in the network topology of Landing Station shall be done only with the prior written permission of the Licensor.
33. Any change or addition in the type of services offered shall be with the prior written permission of the Licensor.
34. Landing Station shall be permitted to be set up in security sensitive areas subject to setting up of appropriate monitoring equipments by the security agencies and appropriate charges to be paid by licensee towards monitoring equipments or setting up of monitoring equipment. As on date the security sensitive areas are Punjab, J&K, North Eastern States, border areas of Rajasthan, Andaman & Nicobar Islands and coastal areas of Gujarat and Tamilnadu (excluding Chennai).
35. In case of any complaint or dispute with regard to the resource (bandwidth) from the Submarine Cable or from any subscriber regarding service, such complaint or dispute shall be a matter between the licensee and the bandwidth provider/the subscriber. The licensor shall not be party to any such complaint/dispute. The licensee undertakes to indemnify licensor in respect of any action against licensor for acts of commission or omission by or on the part of the resource (bandwidth) provider, licensee, its agents and servants.
36. The licensee shall ensure that the Landing Station does not interfere with any other existing systems of any telecom service provider.
37. The Landing Station shall be located within 100 km from the sea shore.
38. It should be possible to effectively monitor the traffic at the Landing Station from the national security point of view. The requirements would include, but not limited to:
	1. Monitoring from the security angle – On-line and off-line (capture, store and retrieve) monitoring of all classes of traffic (data, video, audio etc.) specified by various attributes viz. destination, recipient, sender, key words etc.
	2. Good quality intrusion detection system to ensure that the landing Station (link) does not become a launch pad for attacking sites within India.
39. Agencies authorized by the Government shall be entitled and enabled to monitor all types of traffic passed through the landing Station, including data, FAX, speech, video and Multi-media etc., both in interactive and non-interactive modes.
40. The monitoring should be possible on the basis of key words/key expressions/addresses (IP address or e-mail address) of initiating or terminating subscribers.
41. It should be possible to scan through entire traffic passing through the gateway and filter the traffic as per the key words/key expressions and addresses defined by the security agencies. The scanning rate should be such that there should not be any packet drops while scanning. Filtered traffic should be stored in the memory/directory provided for the security agencies, which have defined the monitoring requirement. Before storing the monitored information, it should be segregated and stored in the directory in different files. The filtered information must be decoded and stored in such a way that direct hard copy of FAX and data or audio/video tapes of the speech/video recording could be produced. Log of recorded information for each agency must be created in the directory of the agency concerned displaying the details like date and time of recording, number of record etc.
42. Each and every of the security agency shall be provided with adequate and dedicated space, memory, directory and storage in the Monitoring system.
43. It should be possible for the monitoring agencies to access the monitoring centre computer through PSTN/ISDN line and dedicated lines (Cable pair or Optical link). Adequate number of all types of interfaces should be provided at the monitoring centre to facilitate remote and dedicated access by the security agencies.
44. Remote Accessing/Log-in facility for security agencies should be through fully secured unique password. Each agency must have different password. The access password should be re-definable (changeable) by security agency concerned.
45. It should be possible to monitor the same traffic by more than one security agency simultaneously. However, no agency should know the traffic being monitored by other agencies.
46. Office space of 20 feet x 20 feet with adequate uninterrupted power supply and air-conditioning which will be physically secured and accessible only to the personnel authorized by Telecom. Authority, shall be provided by the licensee at each location, free of cost.
47. The installation of the monitoring system at the Landing Station is to be done by the ISP licensee. After installation of the monitoring system, the ISP licensee should get the same inspected by monitoring/security agencies. The permission to operate/commission the gateway will be given only after this.
48. The total cost of the monitoring system including its commissioning and maintenance including infrastructure at the premises of the licensee shall be borne by the licensee.
49. ISPs should provide the monitoring software, if specially, developed for monitoring traffic at cable landing terminal, to the security agencies free of cost.
50. In addition to the equipment, one local exclusive telephone line shall be made available by the licensee at the monitoring centre, at the cost of the licensee.
51. The licensee shall provide all technical details of and access to various equipment, including hardware, software and communications equipment, when demanded by the Telecom. Authority.
52. Towards the administrative cost for performing monitoring function, a contribution of Rs. 20 (Twenty) lakhs per annum per Landing Station will be made by the ISP licensee.
53. Training shall be provided at the cost of licensee to the security personnel on the equipment installed at the Landing Station.
54. A terminal of the NMS, with full access rights will be given to the monitoring agencies. (It is presumed that the landing Station would have a state of the art network management system which can monitor/manage the network effectively.)
55. The Licensor shall have all rights to monitor the traffic that goes through the Landing Station. The licensee shall ensure that the bandwidth provider (eg: Submarine Cable company) gives the complete monitoring rights to the Licensor. Also the licensee has to get the assurance from the bandwidth provider that it shall co-operate with the Licensor and also provide any information requested by the Licensor including but not limited to the aforesaid issue of monitoring.
56. Any attempted intrusion that comes to the notice of the licensee should be immediately reported to the Licensor.
57. A suitable monitoring equipment/system to cater to the above mentioned user requirements should be given. Complete and detailed network diagram including the monitoring set up should be clearly indicated. The licensee shall be able to demonstrate the efficacy of the monitoring equipment.

 (K. Haridhasapavalan)

Assistant Director General(LR-I)

For and on behalf of the President of India

**Annex-I**

**GOVERNMENT OF INDIA**

**MINISTRY OF COMMUNICATIONS**

**DEPARTMENT OF TELECOM**

**(DS CELL)**

**Sanchar Bhavan, 20 Ashoka Road, New Delhi –110 001.**

**APPLICATION FOR ISP LICENCE**

The Application form should contain complete information on each and every point. Additional sheets may be added, if required. Incomplete application or application with conditional compliance shall be summarily rejected.

|  |  |  |
| --- | --- | --- |
| 1 | Application for the Service Area:(Separate application is to be submitted for each service area) | -------------------------------------------------- |
| 2 | Name of other service area(s) for which application has been submitted separately.(Attach separate sheet, if required).  | 1. -----------------------------------------------2. -----------------------------------------------3. -----------------------------------------------4. ----------------------------------------------- |
| 3. | Name of Applicant Company: | ------------------------------------------------------------------------------------------------------------------------------------------------------------------------------ |
| 4. | Complete postal address withtelephone/FAX Nos. |  |
|  | i) Corporate Office: | -------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------- |
|  | ii) Registered Office: | -------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------- |
| 5. | Address for correspondence with Telephone/FAX Nos. | ---------------------------------------------------------------------------------------------------------------- |
| 6. | Name of Authorised contact person, his designation and telephone/FAX Nos. | ------------------------------------------------------------------------------------------------------------------------------------------------------------------------ |
| 7. | Details of Payment of Processing Fee | ------------------------------------------------------------------------------------------------------------------------------------------------------------------------ |
| 8.  | Certified copy of Certificate of Registration duly certified by the Registrar of Companies. (Please enclose as Annexure) |  |
| 9. | Promoters/Partners in the Company:(details of equity holding) |  |
| S. No. | Name of Promoter/Partner | Indian/ Foreign  | Equity % age |
| ------ | ---------------------------------------- | --------------- | --------- |
| ------ | ---------------------------------------- | --------------- | --------- |
| ------ | ---------------------------------------- | --------------- | --------- |
| ------ | ---------------------------------------- | --------------- | --------- |
| ------ | ---------------------------------------- | --------------- | --------- |
|  | Total Indian Equity (%age) |  |
|  | Total Foreign Equity (%age) |  |
| 10. | Details of FIPB Clearance, if applicable |  |
| 11. | List of Telecom Service License(s) held by the company and its allied /sisterconcerns, if any, and their present status. (Attach separate sheet, if required) |
| (i) | ---------------------------------------------------------------------------------------- |
| (ii) | ---------------------------------------------------------------------------------------- |
| (iii) | ---------------------------------------------------------------------------------------- |
| (iv) | ---------------------------------------------------------------------------------------- |
| 12. | Resolution of Board of Directors/other proof that the person signing the application is authorised signatory.(Enclose as Annexure ) |  |

**Certificates:-**

1. I hereby certify that I have carefully read the guidelines and draft Licence on Internet Service. I fully comply with the terms and conditions therein.
2. 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.
3. I understand that processing fee is non-refundable irrespective of whether or not the licence is granted to me.
4. I undertake to sign the Licence Agreement, a draft of which has been supplied to me within the prescribed time notified to me, failing which my application shall be rejected and processing fee forfeited.
5. I understand that all matters relating to the application or licence if granted to me will be subject to jurisdiction of courts in Delhi/New Delhi only.

\*6. (a) I certify that none of the companies mentioned in Item 11 of the

application form are in default of the conditions of licence granted under

Section 4 of Indian Telegraph Act, 1885.

(b) I certify that the companies mentioned in Item 11 of this application form

are in default as on today of the conditions mentioned separately on attached

sheet of paper, of licence granted under Section 4 of Indian Telegraph Act,

1885.

\*- strike (a or b) whichever is not applicable

1. I understand that such companies and their allied or sister concerns who have failed to carry out the contractual obligations with regard to other Telecom Service Licences granted under Section 4 of Indian Telegraph Act, 1885 shall be granted ISP licence on the condition that any decision with regard to said default or breach whenever taken at the discretion of the Central Government will be applicable in all respects to me.
2. I understand that if at any time any averments made or information furnished for obtaining the licence is found incorrect, my application shall be liable to be rejected and any licence granted on the basis of this application shall be liable for termination.

|  |  |
| --- | --- |
| DatePlace | Signature and name of theAuthorised Signatory(Company’s Seal) |

**Annex-II**

**Details of Category ‘B’ Service Areas**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | Name of Telecom Circle/ MetroService Area | **Areas covered** |
| 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. |
| 02. | Andhra Pradesh | Entire area falling within the State of Andhra Pradesh. |
| 03. | Assam | Entire area falling within the State of Assam. |
| 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 25th August, 2000. |
| 05. | Gujarat  | Entire area falling within the State of Gujarat and Union Territory of Daman and Diu, Silvassa (Dadra & Nagar Haveli). |
| 06. | Haryana | Entire area falling within the State of Haryana except the local areas served by Faridabad and Gurgaon Telephone exchanges. |
| 07. | Himachal Pradesh | Entire area falling within the State of Himachal Pradesh |
| 08. | Jammu & Kashmir | Entire area falling within the State of Jammu & Kashmir including the autonomous council of Ladakh. |
| 09. | Karnataka | Entire area falling within the State of Karnataka |
| 10. | Kerala | Entire area falling within the State of Kerala and Union Territory of Lakshadeep and Minicoy. |
| 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 25th August, 2000. |
| 12. | Maharashtra  | Entire area falling within the States of Maharashtra and Goa, excluding areas covered by Mumbai Metro Service Area. |
| 13. | North East | Entire area falling within the States of Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura. |
| 14. | Orissa | Entire area falling within the State of Orissa. |
| 15. | Punjab | Entire area falling within the State of Punjab and Union territory of Chandigarh. |
| 16. | Rajasthan | Entire area falling within the State of Rajasthan. |
| 17. | Tamilnadu | Entire area falling within the State of Tamilnadu and Union Territory of Pondichery excluding the areas covered by Chennai Metro Service Area. |
| 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 25th August, 2000.  |
| 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. |
| 20. | Chennai | Local Areas served by Chennai Telephones, Maraimalai Nagar Export Promotion Zone (MPEZ), Minzur and Mahabalipuram Exchanges |
| 21. | Delhi | Local Areas served by Delhi, Ghaziabad, Faridabad, Noida, and Gurgaon Telephone Exchanges |
| 22. | Kolkata | Local Areas served by Calcutta Telephones.  |
| 23. | Mumbai | Local Areas served by Mumbai, New Mumbai and Kalyan Telephone Exchanges |

**NOTE:**

1.Yenum, an area of Union Territory of Pondicherry is served under Andhra Pradesh Telecom Circle in East Godavari LDCA.

1. 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.
2. 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.

**Annex-III**

**Performa for Financial Bank Guarantee**

To

The President of India

In consideration of the President of India (hereinafter called ‘the Authority’) having agreed to grant a Licence to M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘the LICENSEE’) to establish, maintain and operate Internet Service (hereinafter called ‘the SERVICE’) in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Service Area (Name of Service Area) in accordance with the Letter of Intent/ Licence No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘the Licence’) on the terms and conditions contained in the said Licence, which inter-alia provides for production of a Bank Guarantee to the extent of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) under the said Licence by way of security for payment of the said Licence fee as well as such other fees or charges required to be paid by the LICENSEE under the Licence. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of the LICENSEE hereby irrevocably and unconditionally guarantee to the Authority that the LICENSEE shall pay all the dues, including but not limited to, the Licence fee etc. to the Authority.

2. We, the Bank, hereby undertake to pay the Authority an amount not exceeding Rs………(Rupees…………only) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any failure of the LICENSEE to extend the validity of the guarantee or give a fresh guarantee in lieu of existing one in terms of the Licence Agreement, pay all the above mentioned fees, dues and charges or any part thereof within the periods stipulated in the Licence.

3. We, the Bank, hereby further undertake to pay as primary obligor and not merely as surety to pay such sum not exceeding Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) to the Authority immediately on demand and without demur stating that the amount claimed is due by way of failure of the LICENSEE to pay any fees or charges or any part thereof in terms of the said Licence.

4. WE, THE BANK, DO HEREBY DECLARE AND AGREE that the decision of the Authority as to whether LICENSEE has failed to pay the said Licence fees or any other fees or charge or any part thereof payable under the said Licence and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on us.

5. WE, THE BANK, DO HEREBY DECLARE AND AGREE that the

(a) Guarantee herein contained shall remain in full force and effect for a period of One Year from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said Licence have been fully paid and its claims satisfied or discharged or till Authority satisfies that the terms and conditions of the said Licence have been fully and properly carried out by the said LICENSEE and accordingly discharged this guarantee.

(b) The Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Licence or to extend time of performance of any obligations by the said LICENSEE from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said LICENSEE and to forbear or to enforce any of the terms and conditions relating to the said Licence and we shall not be relieved from our liability by reason of any variation or extension being granted to the said LICENSEE or forbearance act or omission on the part of the Authority or any indulgence by the Authority to the said LICENSEE or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against the LICENSEE shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Authority exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the LICENSEE.

6. We, the Bank, undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

7. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs…… and our Guarantee shall remain in force until….year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. …. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of the Bank)

Witness:

1………………………….. 2…………………………..

…………………………… ……..……………………

…………………………… ……………………………

…………………………… ……………………………

…………………………… ……………………………

**Annex-IV**

**Performa for performance Bank Guarantee**

To

The President of India

In consideration of the President of India (hereinafter referred to as ‘the Authority’) having agreed to grant a Licence to M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘the LICENSEE’) to establish, maintain and operate Internet Service (hereinafter called ‘the SERVICE’) as per Letter of Intent/ Licence No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘the said Licence’) on the terms and conditions contained in the said Licence, which inter-alia provides for production of a Bank Guarantee to the extent of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) for the service by way of security for the due observance and performance of the terms and conditions of the said Licence. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of the LICENSEE hereby irrevocably and unconditionally guarantee to the Authority that the LICENSEE shall render all necessary and efficient services which may be required to be rendered by the LICENSEE in connection with and/or for the performance of the said LICENSEE and further guarantees that the service which shall be provided by the LICENSEE under the said Licence, shall be actually performed in accordance with the terms & conditions of the LICENcE to the satisfaction of the Authority.

2. We, the Bank, hereby undertake to pay the Authority an amount not exceeding Rs……(Rupees……only) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said LICENSEE of the terms and conditions contained in the said Licence including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank hereby, in pursuance of the terms of the said Licence, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) to the Authority to secure due and faithful performance by the LICENSEE of all his/their obligations under the said Licence.

4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Authority by reason of breach by the said LICENSEE of any of the terms or conditions contained in the said Licence or by reason of the LICENSEE’s failure to perform any of it’s obligations under the said Licence.”

5. We, the Bank, hereby agree that the decision of the Authority as to whether the LICENSEE has failed to or neglected to perform or discharge his duties and obligations under the said license and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said Licence and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

(a) the Guarantee herein contained shall remain in full force and effect for a period of Two Years from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said Licence have been fully paid and its claims satisfied or discharged or till Authority satisfies that the terms and conditions of the said Licence have been fully and properly carried out by the said LICENSEE and accordingly discharged this guarantee.

(b) the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Licence or to extend time of performance of any obligations by the said LICENSEE from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said LICENSEE and to forbear or to enforce any of the terms and conditions relating to the said Licence and we shall not be relieved from our liability by reason of any variation or extension being granted to the said LICENSEE or forbearance act or omission on the part of the Authority or any indulgence by the Authority to the said LICENSEE or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) any claim which we have against the LICENSEE shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Authority exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the LICENSEE.

7. We the Bank undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs…… and our Guarantee shall remain in force until….year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. …. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of the Bank)

Witness:

1…………………………..

……………………………

……………………………

……………………………

2…………………………..

……………………………

……………………………

……………………………

**Annex-V**

**Application for Setting up of International Gateway for Internet**

(Note: Please read the Guidelines and General Information carefully before filling up this form. The Application form should contain complete information on each and every point. Additional sheets may be added, if required. Incomplete application or application with conditional compliance may be summarily rejected. Fifteen (15) copies of the application, alongwith Annexures, may be submitted to ADG (LR), 10th Floor, Sanchar Bhavan, New Delhi-110 001.)

I GENERAL INFORMATION

1. Name of the Company

2. ISP licence No: Service Area

3. Complete Postal Address with Telephone / fax nos./e-mail address

 Corporate Office ...........................

 Registered Office ...........................

4. Address for correspondence with telephone / fax nos./

 e-mail address

5. Name of authorised contact person,

 designation and telephone / fax nos./e-mail address

6. Resolution of Board of Directors / other proof

 that the person signing the application is authorised

 signatory (Enclose copy of resolution)

7. Percentage of foreign equity in the company.

 (Total Foreign equity participation(s), if any

 upto the extent of 74%, including NRI equity

 both repatriable and non-repatriable is

 allowed. Complete break-up of 100% of the

 equity must be given).

 Enclose certified copies of the

 approval/clearance from Govt. of India

 for foreign equity.

9. No. of International Gateways proposed

 to set up:

10.Processing fee:

 A non-refundable processing of Rs. 40,000

 Per Gateway Location in the form of

 Demand Draft payable to Pay and Accounts

 Officer (HQ), DOT, New Delhi to be

 submitted with the application.

 Details of the processing fee:

 Demand draft no……………………….

 Date ……………………….

 Bank drawn ……………………….

 Amount ……………………….

II TECHNICAL DETAILS OF INTERNATIONAL GATEWAY FOR INTERNET

(Note: If applying for more than one Gateway location, please furnish information required under this Section, separate for each of the Gateway location.)

11. Location Details :

12. Bandwidth requirement :

 (both short term and

 long term)

13. A copy of the diagram of International

 Gateway Network, giving all details,

 including its location : Annex I

14. International carrier access scheme : Annex II

15. Details of equipments to be used for

 International Gateway Network, including

 make, specifications, model, etc. : Annex III

16. Technical specifications of equipment

 to be used at customers' premises /

 other internet service access nodes. : Annex IV

17. Carrier and modulation Technique : Annex V

18. Router/switch configuration for internet

 gateway and allocation of ports

for various uses : Annex VI

19. Any other Technical detail of relevance : Annex VII

20. In case of satellite access, details of Earth

 Station uplinking facilities and equipment to be

 used for uplinking : Annex VIII

21. Details of proposed interconnectivity

 with other gateways in India : Annex IX

22. Details of International Connectivity on:

 International Internet Backbone Service Provider

 Point of access of International connectivity Annex X

23. Details of topology including how the

 monitoring equipment will be fitted :Annex XI

 Any change in the topology should be informed

 to the Telecom Authority immediately.

24. Types of services that will be provided : Annex XII

 III CERTIFICATES/UNDERTAKING

(i) We hereby certify that we have carefully read the guidelines and general information on ‘International Gateway for Internet’. We fully comply with the terms and conditions therein.

(ii) We also undertake to sign any Agreement with Government of India in this connection.

(iii) We understand that all matters relating to the application or permission/licence if granted to us will be subject to jurisdiction of courts in Delhi / New Delhi only.

(iv) We understand that our application for operating Internet gateway in India is subject to security clearance by Government of India.

(v) We would willingly provide all technical details of and access to various equipment, including hardware, software and communications equipment, to security agencies as and when demanded by the Telecom Authority.

(vi) We understand that if at any time any information furnished by us for obtaining the permission/licence is found incorrect, our application shall be liable to be rejected, processing fee forfeited and permission granted on the basis of this application shall be withdrawn and the ISP licence agreement terminated.

(vii) We understand that the permission to set up Gateway is subject to other clearances/permissions that are required as per the laws of the land and it will be the responsibility of the licencee/company to obtain these clearances/permissions.

(ix) We understand that the Government (Licensor) reserves the right to make changes in the conditions under which this permission/licence is granted.

Date : Signature and name of the

Place: Authorised Signatory

ANNEXURE XIII

Additional Details for the Application for ISP Gateway for Internet using Foreign Setellite

I. Satellite Related:

(a) - Name of Satellite (preferably ITU notified name)

- Satellite Orbit Location

- Transmit/Receive Beam Identity

and Contour Level relative to Beam Centre (if available)

(b) Freq. Band of operation

- Uplink

- Downlink

(c) Transponder usage details

- Polarisation

- Bandwidth (MHz) / Satellite EIRP consumed - Uplink

- Bandwidth (MHz) / Satellite EIRP consumed - Downlink

(d) Is the satellite foot-print Coordinated for operation

Over the Gateway location

(e) Saturated downlink EIRP

(f) SFD & Transponder Attentuation Setting

(g) G/T of Satellite

II. Ground Station Details:

(a) Antenna size

(b) Uplink EIRP

(c) No. of carriers & Data rates of each carrier along with

type of modulation and FEC Rate.

(d) G/T of the ground station

(e) Whether antenna off axis Radiation pattern conforms to

ITU-R Rec. S. 580-5

(f) Beam width in degrees

- Transmission

- Reception

(g) CPD of Antenna

(h) Maximum gain of Antenna in dB (TX/RX)

III Link Engineering with calculation details for various connectivities:

IV Networking Details:

(a) Detailed Block Diagram

(GIVING MAKE AND MODEL NO.)

(b) Gateway routing protocol

(c) Facility for security monitoring

V General:

(a) Teleport address

(b) Backbone ISP Connectivity

(c ) Confirmation regarding availability of

RF Monitoring Point on HPA output

(d) Beacon frequencies of the satellite proposed along with satellite down-link EIRP.

**Annex-VI**

**Application for setting up of Submarine Cable Landing Station**

**for International Gateway for Internet**

(**Note**: Please read the Guidelines and General Information carefully before filling up this form. The Application form should contain complete information on each and every point. Additional sheets may be added, if required. Incomplete application or application with conditional compliance may be summarily rejected. Fifteen (15) copies of the application, alongwith Annexures, may be submitted to ADG (LR), 10th Floor, Sanchar Bhavan, New Delhi-110 001.)

**I GENERAL INFORMATION**

1. Name of the Company

2. ISP licence No: Service Area

3. Complete Postal Address with Telephone / fax nos./e-mail address

 Corporate Office ...........................

 Registered Office ...........................

4. Address for correspondence

 with telephone / fax nos./e-mail address

5. Name of authorised contact person,

 designation and telephone / fax nos./e-mail address

1. Resolution of Board of Directors / other proof

that the person signing the application is authorised

signatory (Enclose copy of resolution)

1. Percentage of foreign equity in the company.

(Total Foreign equity participation(s), if any

upto the extent of 74%, including NRI equity

both repatriable and non-repatriable is

allowed. Complete break-up of 100% of the

equity must be given).

Enclose certified copies of the

approval/clearance from Govt. of India

for foreign equity.

9. No. of Landing Stations proposed

 to set up:

10. Processing fee:

 A non-refundable processing of Rs. 50,000

 Per Landing Station in the form of

 Demand Draft payable to Pay and Accounts

 officer (HQ), DOT, New Delhi to be

 submitted with the application.

 Details of the processing fee:

 Demand draft no……………………….

Date ……………………….

Bank drawn ……………………….

 Amount ……………………….

**II. DETAILS OF SUBMARINE CABLE LANDING STATIONS FOR INTERNATIONAL GATEWAY FOR INTERNET**

**(Note: If applying for more than one Landing Station, please furnish information required under this Section, separate for each of the Landing Station.)**

1. Location Details
2. Name of the Submarine (Optical Fibre) Cable
3. Terminal Landing Stations
4. Total Fibre Capacity
5. Landing stations en-route
6. Fibre pair configuration:

No of fibres:

Capacity(bitrate)of each fibre

Routing of each fibre

1. Repeater configuration

No of repeaters

Location of repeaters

1. Technology

No of repeaters

Location of repeaters

1. Terminal equipment:

(A list of all terminal station equipment

including network diagram to be provided)

1. Test and Monitoring equipment

A list of all test equipment and monitoring

Facilities

1. System manufacturer

Details of subsystem contractors:

1. Ownership:

Shareholders in the cablesystem (in descending order)

with percent share

1. Network Ownership:

List of all operators having acquired capacity

on system(in descending order)

1. Facility of security monitoring:

Licensee to provide full details

1. Landing station owners (Countrywise)
2. Details of services that would be provided
3. Approximate cost of the Landing station
4. Complete and detailed networking diagram

Including monitoring set-up

1. Details of equipment to be used

Including specifications, make, data sheets, model etc.

1. Details of International Connectivity to

International Internet Backbone Service Provider.

31. Any other relevant details.

**III CERTIFICATES/UNDERTAKING**

(i) We hereby certify that we have carefully read the guidelines and general information on ‘Setting up of Submarine Cable Landing Stations for International Gateway for Internet’. We fully comply with the terms and conditions therein.

 (ii) We also undertake to sign any Agreement with Government of India in this connection.

(iii) We understand that all matters relating to the application or permission/licence if granted to us will be subject to jurisdiction of courts in Delhi / New Delhi only.

(iv) We understand that our application for operating Landing Station in India is subject to security clearance by Government of India.

 (v) We would willingly provide all technical details of and access to various equipment, including hardware, software and communications equipment, to monitoring agencies as and when demanded by the Telecom Authority.

(vi) We understand that if at any time any information furnished by us for obtaining the permission/licence is found incorrect, our application shall be liable to be rejected, processing fee forfeited and permission granted on the basis of this application shall be withdrawn and the ISP licence agreement terminated.

(vii) We understand that the permission to set up Landing Station is subject to other clearances/permissions that are required as per the laws of the land and it will be the responsibility of the licencee/company to obtain these clearances/permissions.

(ix) We understand that the Government (Licensor) reserves the right to make changes in the conditions under which this permission/licence is granted.

Date : Signature and name of thePlace : Authorised Signatory