

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & INFORMATION TECHNOLOGY
DEPARTMENT OF TELECOMMUNICATIONS
(Carrier Services Cell)
SANCHAR BHAWAN, 20 ASHOKA ROAD, NEW DELHI -110001

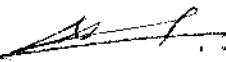
No.18-5/2012-CS-1

Dated : 21-11-2012

Subject: Amendment to Terms and Conditions for Other Service Provider (OSP) Category.

The undersigned is directed to convey the approval of competent authority for amendment of the Policy for Other Service Providers' (OSP's). The following facilities with suitable safeguards have been extended to the OSP's through this amendment:-

- (i) OSPs may have a distributed architecture of EPABX (main EPABX at a centralized location and media gateways at individual OSP centers) for their OSP centers across India.
 - (ii) The OSPs would also be able to use the Closed User Group (CUG) facility for their Internal Communication needs.
2. As a consequence, suitable clause(s) have been appended in the chapter-II and chapter-IV of the Terms and Conditions of OSP Category contained in this Department's letter No.18-2/2008-CS-I dated 5th August, 2008 (as amended from time to time) as detailed in **Annexure-I** attached alongwith.
3. Further, as per above mentioned amendment(s), the requisite modifications in the application form (Form -I) for Registration of OSP & the Agreement for "Sharing of Infrastructure" have also been carried out and are attached as **Annexure-II & Annexure-III** respectively.


(Suneel Niraniyan)
Director (CS-I)

Encl: **Annexure-I to III** as mentioned above.

To

Heads of all TERM Cells

Copy to :-

1. Sr.DDG (AS) / DDG(Security-TERM) / DDG (LF) / DDG (DS) / Director(CS-III), DoT Headquarters, New Delhi.
2. DDG(TERM), Nehru Place, New Delhi for implementation of the amendment(s) in the Online OSP Registration Software.
3. Director (IT), DoT, Sanchar Bhawan – for uploading the circular on the OSP related webpage.
4. Sh N.L. Verma, Sec. General, OSPAI, New Delhi.

The following clause(s) are appended between the clause 4 & clause 5 of the Chapter IV of the Terms and Conditions of Other Service Provider (OSP) Category contained in this Department's letter No.18-2/2008-CS-I dated 5th August, 2008

5. Use of distributed architecture of EPABX (main EPABX at a centralized location and media gateways at individual OSP centers) for their OSP centers across India. [The provisions, terms & conditions in the OPTION-2 of Sharing the Infrastructure would apply. This includes submission of requisite Bank Guarantee]

- a) OSPs can have a distributed architecture of EPABX (main EPABX at a centralized location and media gateways at individual OSP centers) for their OSP centers across India.

Under this arrangement, the configuration of the call-restrictions, logical tenant-partitioning etc may be carried out from the central EPABX. However, the media gateway / PBX at the remote end(s) shall maintain copy of configurations pertaining to logical separation and keep it updated at a predefined periodicity.

- b) OSPs would be required to preserve the CDRs for all the Voice traffic carried using the EPABX. The CDRs should be segregated for each media gateway. The CDRs should be preserved for atleast ONE year. It shall be possible to view the CDR data alongwith details of the agent manning the position by remote login to CDR machine / server. The time-stamp in the CDRs in the system(s) of the OSP should be synchronised with the Indian Standard Time.
- c) The log of all command(s) relevant for implementation of partitioning / call-routing should be non-erasable & non-editable and would be kept by the OSP in the EPABX Server/Media-Gateway for a minimum period of one year. DoT may seek the command log anytime in any form.
- d) List of commands (command-set) for the Central EPABX/ Server/ Media Gateway(s) along with their application and functional details are required to be submitted to the concerned TERM Cell. Any subsequent change later on in this command-set is also required to be intimated within a week of its implementation to the concerned TERM Cell.
- e) A schematic diagram depicting the authorisations and call-flow permitted at remote location and the partition/access table duly signed by the authorised signatory shall be submitted to the TERM Cell. This shall include the details of barred access for remote location. Any subsequent change later on in the schematic is also required to be intimated to the TERM Cell within one week of its implementation. A copy of this shall be maintained at the OSP location.
- f) The OSP should get the network diagram approved by the Telecom Service Provider(s) from whom the resources are taken.

- g) Apart from the above conditions, for availing this facility, the following accessibility/tests are required to be extended to the TERM Cell(s) in which OSP Centre is registered :-
- (i) Unhindered access to the premises and the system(s) for checking compliance to the terms & conditions of the OSP Registration.
 - (ii) Login facility from a management terminal of Server/Media-Gateway hosted in OSP Centre to view, inter-alia, the ROUTING / partition-table / CDRs and to check "call-trace" in the EPABX for extension(s).
 - (iii) Making test call from any extension to any extension /PSTN number and tracing such a call to check if all routing restrictions are being followed.
 - (iv) Further, in respect of the "Centralised EPABX Location", the TERM Cell in whose jurisdiction it falls, shall also have unhindered access for checking any of the points mentioned above for not only for the central location but also for other/remote locations.
- h) Further, for ensuring effective monitoring of such networks having distributed EPABX, apart from the TERM Cell in whose jurisdiction the OSP Center is located and the TERM Cell in whose jurisdiction the "Centralised EPABX" is placed, may carry out periodic checks on the respective EPABX location(s) of the OSP as prescribed in clause(s) 1(x) to 1(xii) of the chapter-II of the terms & conditions.

6. Use of Closed User Group (CUG) for internal communication of the OSP company

Under this arrangement, a corporate extension number calling from City 'A' is able to access the extension of other City 'B' or City 'C'. This is commonly termed as Closed User Group (CUG), meant for internal communication of the company. The interconnectivity of the call-centers is permitted for the same company or same group of companies. Further, the OSPs are permitted to use CUG facility for their Internal Communication needs subject to following conditions to be fulfilled by OSP :-

- (i) PSTN/PLMN/Internet telephony network is not to be connected with CUG network. There should be no bypass of NLD/ILD while making PSTN/PLMN calls. The EPABX extensions are allowed to call any national or international number (without bypass of NLD/ILD) through the PSTN/PLMN lines terminated in the EPABX which has logical partitioning for CUG. [i.e. CUG extension in City A shall use the PSTN/PLMN network connectivity only of the Licensed Service Area (LSA) encompassing the City 'A' and not of any other LSA for making or receiving calls to/from PSTN/PLMN]
- (ii) For availing this facility, the necessary accessibility/tests as enumerated in the clause 5(b) to 5(g) above are also required to be extended to the TERM Cells.
- (iii) The OSPs not using the sharing of infrastructure (sharing of EPABX or sharing of operator position or Centralised EPABX architecture) would also be able to use the CUG facility.

The following clause(s) are appended after the clause 1(ix) of the Chapter II containing the General Terms and Conditions of Other Service Provider (OSP) Category contained in this Department's letter No.18-2/2008-CS-I dated 5th Aug, 2008

(x) The checking for compliance of the OSP Guidelines may be carried out by the respective TERM Cells preferably once every year and whenever required for investigation etc.

(xi) Each TERM Cell is required to maintain a separate list of OSPs using 'Infrastructure Sharing' / 'EPABX Partitioning' in its jurisdiction alongwith the record of EPABX features, command sets, version changes, typical test-procedure for each EPABX type and inspection reports.

(xii) Each OSP is required to submit the network diagram to the TERM Cell at the time of applying for registration of OSP and every year subsequently. The OSP must clearly mention in the diagram whether it is using CUG facility or Sharing of Infrastructure or Distributed EPABX. Any change in the network is also required to be intimated immediately by the OSP without delay."

FORM - I

APPLICATION FOR REGISTRATION OF OSP CENTRE

A APPLICANT PROFILE

1. Name of Applicant Company			
2. Registered Office Address: Telephone: Fax: E-mail:			
			Website:
3. Corporate Office Address: Telephone: Fax: E-mail			
			Website:
4. Name of Authorized Signatory and Contact Person : Full address for Communication: Telephone nos. Fax Email			
Present activities of the company/ group company			

B. PRESENT PROPOSAL (Please submit separate sheets for each OSP centre)

Type of Centre (Please Tick One)

International OSP Centre	<input type="checkbox"/>	Domestic OSP Centre	<input type="checkbox"/>
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Type of Activity (Please Tick One)

Vehicle Tracking Centre	Billing Service Centre	e -Publishing Centre
Medical transcript. service	Financial service	KPO
Tele-trading	Tele-medicine	Tele-education
Network Operating Centre	Any other (PI attach a write up regarding nature of proposed Centre)	

1. Address of the location of proposed Centre

2. No. of seats

3. Client's Details (Name, address, & nature of business)

4. Bandwidth connectivity details from the proposed Center to the POPs at the Foreign/Local end locations. (Point of presence (POPs) are the client locations at the foreign/local end where the telecom traffic of the client is collected for bringing to the Indian end (OSP centre) on the telecom bandwidth taken from the authorised service provider.)
(ALL BANDWIDTHS TO BE TAKEN FROM AUTHORISED SERVICE PROVIDERS ONLY)

Proposed OSP centre address details (Indian end address) Same as B1 above END A	Address of the foreign/local end PoP END B	Existing bandwidth, if any X	New Bandwidth connectivity/ additional connectivity requested Y	Total Bandwidth (from Authorised Service Provider) X+Y

5. Whether the proposed OSP Center will have Data connectivity to any data centre of the client? If yes, give connectivity details, addresses etc (ALL BANDWIDTHS TO BE TAKEN FROM AUTHORISED SERVICE PROVIDERS ONLY)

Proposed OSP centre address details (Indian end address) Same as B1 above END A	Address of data centre location of the client where the connectivity is required END B	Existing bandwidth, if any X	New Bandwidth connectivity/ additional connectivity requested Y	Total Bandwidth (from Authorised Service Provider) X+Y

6. PSTN connectivity details	
No. of PSTN/PLMN lines proposed at the call centre	
Whether these PSTN lines will be incoming only?	Yes No
7(a). Whether the proposed Center will be inter-connected to any other OSP Center of the company/group company? If yes, give connectivity details, addresses etc. (ALL BANDWIDTHS TO BE TAKEN FROM AUTHORISED SERVICE PROVIDERS ONLY)	

Proposed OSP centre address details	Connectivity requested to the other OSP centre of the company/ group company (Address of the location and Reg.No.)	Existing bandwidth, if any	New Bandwidth connectivity requested	Total Bandwidth (from Authorised Service Provider) X+Y
END A	END B	X	Y	X+Y

7(b). Whether the proposed Center will be using Closed User Group (CUG) for internal communication of the OSP company ? (Please tick any one of the following) :-

- (i) Use of CUG with the Sharing of EPABX proposed ? Yes/ No
 [If yes, then the provisions, terms & conditions in the OPTION-2 of Sharing the Infrastructure would apply. This includes submission of requisite Bank Guarantee.
- (ii) Use of CUG with the Sharing of operator position proposed ? Yes/ No
 [If yes, then the provisions, terms & conditions in the OPTION-1 of Sharing the Infrastructure would apply. This includes submission of requisite Bank Guarantee.
- (iii) Use of CUG without using the sharing of infrastructure (sharing of EPABX or sharing of operator position or Centralised EPABX architecture).
 [If there is no sharing of infrastructure, the OSP need not submit the Bank Guarantee. The OSP is however required to submit a declaration that the International and/or Domestic call centers at the location shall not share infrastructure and there shall be no use of sharing of EPABX or Sharing of operator position or use of the Centralised EPABX architecture. The OSP shall comply with the conditions regarding "Use of CUG" mentioned in clause 6 of the chapter IV of the terms & conditions of OSP Registration]

(iv) Use of CUG is not proposed.

8. Whether the proposed Center will be inter-connected to any HOT Site Center of the company/third party? If yes, give connectivity details, addresses etc.

END A address details	END B address details	Existing bandwidth	New Bandwidth	Total Bandwidth

9. Whether the proposed Call Center will have Internet connectivity? If yes, give connectivity details
 Note: The company shall take internet connection from the authorised service provider only and it will use internet telephony only to the extent it is permitted by the ISP or authorised service provider as detailed in clause 1.14 of the licence agreement of "Internet with telephony" available on website i.e. www.dot.gov.in.
 (ALL BANDWIDTHS TO BE TAKEN FROM AUTHORISED SERVICE PROVIDERS ONLY)

Proposed OSP centre address details	Internet Service Provider Details	Existing bandwidth, if any	New Bandwidth connectivity/ additional connectivity requested	Total Bandwidth (from Authorised Service Provider)
END A		X	Y	X+Y

10(i) Whether this Center will share common infrastructure with other centers of the same company at the same location?

or

(ii) Would the Centre be using Centralised EPABX architecture?

or

(iii) Would the Centre be deploying the Closed User Group (CUG) for internal communication of the OSP company along with the sharing of EPABX or sharing of same operator position(s) ?

Yes / No

(If answer is 'Yes' to any of the 10(i) to (iii), the Part C of the application to be filled in the prescribed format. If answer is 'No' to all of these facilities, please submit a declaration that the International and/or Domestic call centers at the location shall not share common infrastructure [i.e. there shall be no use of sharing of EPABX, sharing of same operator position(s) or use of the Centralised EPABX architecture.]

11. Processing fee details (Demand Draft in favour of Accounts Officer of concerned registering authority, as per Appendix-A.)

Rs. 1000/- per OSP centre registration

No. and date

Amount

Name of Bank on which drawn

C. SHARING OF INFRASTRUCTURE

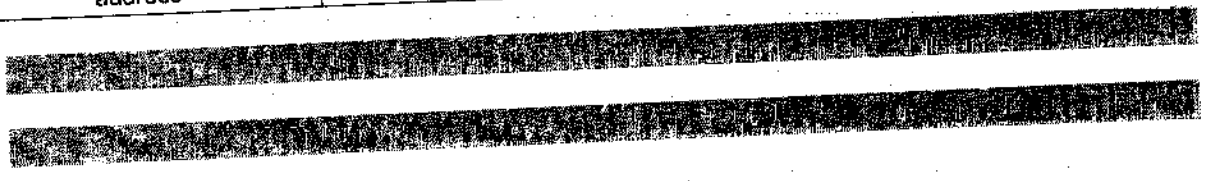
- For Sharing the EPABX of International Call Centre (ICC), Domestic OSP Centres and/or PSTN lines with logical partitioning.
- For Use of Centralised EPABX architecture.
- For Deploying the CUG for internal communication of the OSP company with sharing of EPABX/ sharing of same operator position(s).

C1. Details of the Domestic OSP centre whose infrastructure is to be shared

Address of the location of domestic OSP center	
(ii) Applied for Registration / already registered	Date of Application: Or Registration No. of the domestic call centre:
(iii) No. of seats	Shared: Non Shared:
(iv) Client's name and address	

C2. Details of the International OSP centre whose infrastructure is to be shared

(i) Address of the location of International OSP center	
(ii) Applied for Registration / already registered	Date of Application: Or Registration No. of the domestic call centre:
(iii) No. of seats	Shared: Non Shared:
(iv) Client's name and address	



Choice of the OSP for sharing the Common Infrastructure

Please select the appropriate option for sharing the common infrastructure:

<p>OPTION 1 (Subject to a Bank Guaranty of Rs. 50/- Lakhs for each OSP Centre)</p>	<p>Separate & Independent EPABX to be used for International & Domestic OSP Centers with sharing of same operator position (Also applicable in case of use of CUG for internal communication of the OSP company with sharing of same operator position)</p>
<p>OPTION 2 (Subject to a Bank Guaranty of Rs. 1 Crore for each OSP Centre)</p>	<p>For Sharing the EPABX of International Call Centre (ICC), Domestic OSP Centres and/or PSTN lines with logical partitioning For Use of Centralised EPABX architecture. (Also applicable in case of use of CUG for internal communication of the OSP company with sharing of EPABX.)</p>

Tick the Option Selected:

OPTION 1

OPTION 2



C4. Details of the EPABX proposed to be shared in case of OPTION 2

<p>CAPACITY OF THE EPABX</p> <p>NAME OF THE VENDOR</p> <p>CONFIGURATION OF THE LOGICAL PARTITIONING OF PORTS BETWEEN DOMESTIC, INTERNATIONAL CALL CENTRE AND/OR PSTN LINES FOR OFFICE USE.</p> <p>a) For Sharing the EPABX of International Call Centre (ICC), Domestic OSP Centres and/or PSTN lines with logical partitioning)</p> <p>b) For Use of Centralised EPABX architecture.</p> <p>c) For Deploying the CUG for internal communication of the OSP company with sharing of EPABX.</p>	
<p>Note: Please provide complete details of the network and the use of facilities mentioned above. Extra-sheets as per the requirement may be used.</p>	

D. Details of Extended agent positions (Work From Home)

Total no. of agent positions	
No. of agent position to be extended	
Type of connectivity and Name of service provider	

NOTE:

- The extended agent position is permitted subject to a **Bank Guaranty of Rs. One Crore.**
- Applicant must ensure that no column in the application is left blank. Please mention 'Not applicable' or 'Nil' if so.
- Please tick either 'YES' or 'NO' in the appropriate column.
- Applications with incomplete / unclear proposal may be rejected without any notice.

E. DOCUMENTS TO BE ENCLOSED

1. Following documents duly verified and certified by the company secretary/ statutory auditors/one of the Directors /Public notary with name, designation and seal is required to be enclosed along with the application form.

Please tick 'Yes' or 'No'.

(A) Mandatory documents		
Memorandum & Articles of Association	Yes	No
Certificate of Incorporation issued by Registrar of Companies	Yes	No
Authorisation to the Authorized Signatory :		
(a) Resolution of The Board of Directors	Yes	No
OR		
(b) Power of Attorney duly notarised authorising the signatory with attested signature.	Yes	No
(B) Optional documents (To be submitted if it differs from (A))		
List of Present Directors of the company with Name. Address	Yes	No
Present shareholding pattern of the company (indicating Indian Equity & Foreign Equity)	Yes	No
(C) Documents required for Sharing of infrastructure/Work from Home		
Vendor Certificate for logical partitioning in the EPABX being shared in case of option 2 of item C3.	Yes	No
Undertaking that the Bank Guarantee of Rs. 50 Lakhs in the prescribed format would be submitted at the time of signing the agreement (In case of option 1 of item C3.)	Yes	No
Undertaking that the Bank Guarantee of Rs. One Crore in the prescribed format would be submitted at the time of signing the agreement. (In case of option 2 of item C3.)	Yes	No
Undertaking that the Bank Guarantee of Rs. One Crore in the prescribed format would be submitted at the time of signing the agreement. (In case of option of Work from Home as per Item D.)	Yes	No
(D) Processing Fees (DD of Rs. 1000/- for each OSP centre)	Yes	No
(E) Network diagram - the OSP must clearly mention in the diagram whether it is using Sharing of Infrastructure or Centralised EPABX architecture or the CUG facility. Any change in the network is also required to be intimated immediately by the OSP without any delay.	Yes	No

F. DECLARATION

1. I/We hereby certify that I/We have carefully read the guidelines/terms and conditions, for the registration under Other Service Provider category and I/We undertake to comply with the terms and conditions therein. (Terms and Conditions of Other Service Provider category are available at www.dot.gov.in/osp/osp.html)
2. I/We understand that this application if found incomplete in any respect and/or if found with conditional compliance shall be summarily rejected.
3. I/We understand that processing fee is non-refundable irrespective of whether or not the proposal is registered.
4. I/We understand that if at any time any averments made or information furnished for obtaining the registration is found incorrect then my application and the registration if granted thereto on the basis of such application shall deemed to be cancelled.
5. **I/We undertake to intimate to the TERM Cell any change in the Network diagram, any change in use of Sharing of Infrastructure or Centralised EPABX or CUG without delay to the concerned TERM Cell. I/We would provide Unhindered access to the premises and the system(s) to the DoT Authorities for checking compliance to the terms & conditions of the OSP Registration.**

Date

Signature and name of the

Place

Authorised Signatory with

Company's seal

Note: The completed application form may be submitted to the field unit of DoT within whose area the proposed OSP centre falls.

Appendix-A

Designated Authority: DDG/Head of TERM,..... (Name of the TERM Cell)				DD to be drawn in favour of CAO o/o CCA (.....)
Sl.No.	TERM Cell	Address	Circle/ Jurisdiction	CCA
(i)	(ii)	(iii)	(iv)	(v)
1	Ahmedabad	1 st Floor, P&T Administrative Building, Khanpur, Ahmedabad-380001	Ahmedabad	Gujarat
2	Andaman & Nicobar	DTO Building, 1st Floor, Bengali Club Road, Near Head Post Office, Port Blair, A&N - 744101	Andaman & Nicobar	Andaman and Nicobar
3	Andhra Pradesh	D-11, Telecom Officer's Complex, Tikkel Road, Mogalrajpuram, Vijayawada - 520 010 (AP)	Andhra Pradesh excluding Hyderabad	Andhra Pradesh
4	Assam	Guwahati (361) 5th Floor, O/o CGMT, BSNL, Assam, Pan Bazar, Guwahati, Pin-381001	Assam	Assam
5	Bangalore	II Floor, Amnity Block, Palace Road, Bangalore-560001 Bangalore	Bangalore	Karnataka
6	Bihar	7th Floor, Telephone Bhawan, R Block, Patna - 800001	Bihar	Bihar
7	Chennai	3rd Floor, Kellys Telephone Exchange, 22 Kellys Road, Chennai-10	Chennai Metro and Pondicherry	Tamil Nadu
8	Chhattisgarh	Room No. 108, Door Sanchar Bhawan, GE Road, Raipur - 492001	Chhattisgarh	Chhattisgarh
9	Delhi	5/6th Floor, MTNL Telephone Exchange Building, Nehru Place, New Delhi - 19	Delhi including Ghaziabad, Noida, Faridabad, Gurgaon	Delhi
10	Gujarat	1 st Floor, P&T Administrative Building, Khanpur, Ahmedabad-380001	Gujarat excluding Ahmedabad	Gujarat
11	Haryana	R.No.302, 3 rd Floor, CGMT BSNL Haryana Office Building, 107, The MALL, Ambala - 133001.	Haryana	Haryana
12	Himachal Pradesh	Hari Niwas, Khalini, Simla, HP-171002	Himachal Pradesh	Himachal Pradesh
13	Hyderabad	#104, TEC COMPLEX, Cherlapally, Hyderabad-51	Hyderabad.	Andhra Pradesh
14	Jaipur	Tx.Block,PGMTD Compound, opp. GPO, M.I. Road,BSNL Compound,Jaipur-302015	Jaipur	Rajasthan
15	Jammu & Kashmir	4th Floor, Technical Block, Telephone Exchange Building, Trikuta Nagar, Rail Head Complex, Jammu.	Jammu & Kashmir	Jammu & Kashmir

16	Jharkhand	Room # B-202, ARTTC, BSNL, (Near Jumar River); Hazaribagh Road, Ranchi - 835217	Jharkhand	Jharkhand
17	Karnataka	2nd Floor, Aminity Block, Palace Road, Bangalore-560001	Karnataka excluding Bangalore	Karnataka
18	Kerala	O/o the DDG(VTM), Kerala, DoT, Near Fire Station, Gandhi Nagar, Ernakulam 682020	Kerala and Lakhadweep	Kerala
19	Kolkata	4th Floor, 3A, Chowringhee Place Kolkata 700 013	Kolkata Metro	Kolkata
20	Lucknow	5/464-465, Viram Khand-5, Gomti Nagar, Lucknow	Lucknow	UP(East)
21	Madhya Pradesh	Doordarshan Bhawan, Room No.222, II Floor, Hoshangabad Road, Bhopal-462015	Madhya Pradesh	Madhya Pradesh
22	Maharashtra	1st Floor Khamla Telephone Exch. Khamla Nagpur-440025	Maharashtra excluding Pune and Mumbai	Maharashtra
23	Mumbai	4th Floor, Versova Tele Exchange Bldg, S V Road, MHADA, SVP Nagar, Andheri (W), Mumbai 400 053.	Mumbai Metro	Maharashtra
24	North East-I	III Floor, CTO Building, Shillong-793001	North East-I (Tripura, Meghalaya, Mizoram)	North East-I
25	North East-II	Behind OCB-Telephone Exchange Building, Dimapur - 797112	North East-II (Arunachal Pradesh, Manipur, Nagaland)	North East-II
26	Orissa	7th Floor, IDCO Tower, Bhubaneswar-22, Orissa	Orissa	Orissa
27	Pune	CTO Compound, Behind GPO, church road, Camp, Pune-411001, Maharashtra	Pune	Maharashtra
28	Punjab	1 st Floor, Telephone Exchange Building, Sector-70, Mohali, Chandigarh-160071	Punjab including Chandigarh	Punjab
29	Rajasthan	Tx.Block,PGMTD Compound, opp. GPO, M.I. Road,BSNL Compound,Jaipur-302015	Rajasthan excluding Jaipur	Rajasthan
30	Tamilnadu	5th floor, LIC Building, No.1544, Trichy Road, Coimbatore- 641 018	Tamilnadu excluding Chennai and Pondichery	Tamil Nadu
31	Uttar Pradesh (East)	5/464-465, Viram Khand-5, Gomti Nagar, Lucknow	UP(East) excluding Lucknow	UP(East)
32	Uttar Pradesh (West)	1st Floor Brahmipuri Tele. Exch. Meerut (U.P.)- 250002	UP (W) excluding Uttaranchal	UP (West)
33	Uttarakhand	1st floor, BSNL Telephone Exchange, 197 Rajpur Road, Dehradun, Uttarakhand	Uttarakhand	Uttarakhand
34	West Bengal	82, Bullygunj Place, II Floor, Near Convergence Hall, Kolkata-700019	West Bengal	West Bengal

AGREEMENT NO:

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL
.....

AGREEMENT

FOR

- a) For Sharing the EPABX of International Call Centre (ICC), Domestic OSP Centres and/or PSTN lines with logical partitioning.
- b) For Use of Centralised EPABX architecture.
- c) For Deploying the CUG for internal communication of the OSP company with sharing of EPABX.

(Strike off whichever is not applicable)

TOTAL PAGES _____

Agreement

For

- a) **Sharing the EPABX of International Call Centre (ICC), Domestic OSP Centres and/or PSTN lines with logical partitioning.**
- b) **Use of Centralised EPABX architecture.**
- c) **Deploying the CUG for internal communication of the OSP company with sharing of EPABX.**

(Strike off whichever is not applicable)

THIS AGREEMENT is made on the ... day of (month) (year) by and between the President of India acting through Shri DDG/Director, TERM Cell (.....), Department of Telecommunications (DoT), Government of India, (Office address) (hereinafter called the 'Authority' which expression shall unless repugnant to the context, include its successors and assigns) of the FIRST PARTY.

And

M/s., a company registered under the Companies Act 1956, having its registered office at acting through Shri..... Authorised signatory (hereinafter called the 'OSP' which expression shall unless repugnant to the context, include its successors in business, administrators, liquidators, legal representatives and permitted assigns) of the SECOND PARTY.

i) WHEREAS the Department of Telecommunications has the authority to register OSPs, under the Executive Instruction of the President of India. AND WHEREAS the OSP is having / proposes to set up a Domestic OSP Center at vide Registration No dated as per the terms and conditions of Registration.

ii) AND WHEREAS the OSP is having / proposes to set up an International OSP Center at vide Registration No dated as per the terms and conditions of Registration.

iii) AND NOW WHEREAS the OSP has requested for sharing the common infrastructure for:-

- a) **Sharing the EPABX of International Call Centre (ICC), Domestic OSP Centres and/or PSTN lines with logical partitioning.**
- b) **Use of Centralised EPABX architecture.**
- c) **Deploying the CUG for internal communication of the OSP company with sharing of EPABX.**

(Strike off whichever is not applicable)

Whereupon and in pursuance to the said request, the Authority has agreed to Register the OSP for sharing the common infrastructure facility between the International OSP Centre and Domestic OSP Centre and PSTN Lines for office use as detailed above (**Please strike out which is not required**) (hereinafter called the 'facility') as per terms & conditions for Other Service Provider category, as amended from time to time as described in SCHEDULE appended hereto.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

1. Registration for such facility for sharing the common infrastructure shall be valid for a period of 3 years. This may be extended for a further period of maximum 3 years after expiry.
2. The registration will be effective from the date of signing of this Agreement and the agreement shall remain valid till the validity of registration.
3. OSP hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions as described in Schedule appended hereto and shall be binding hereinafter on the OSP.
4. The domestic OSP Centre and International OSP Centre (**Please strike out which is not required**) shall belong to the same Company.
5. OSP shall set up call centre having atleast 50 seats.
6. OSP shall submit a certificate from the Vendors of the equipment that the software is capable of logically bifurcating the common infrastructure into two / three (as applicable) separate and independent environments for -

(a) Sharing the EPABX of International Call Centre (ICC), Domestic OSP Centres and/or PSTN lines with logical partitioning.

(b) Use of Centralised EPABX architecture.

(c) Deploying the CUG for internal communication of the OSP company with sharing of EPABX.

(Strike off whichever is not applicable)

7. OSP agrees to maintain complete logical separation between the activities of the Domestic OSP Centre, International OSP Centre and PSTN lines for office use. Logical separation should be such that no voice or data traffic shall flow among the Domestic OSP centre and International OSP centre and PSTN lines for office use PSTN Lines for office use (**Please strike out which is not required**) and no bypass of the network of the Authorised Telecom Service Providers shall be caused. OSP shall certify before using the EPABX sharing facility that the logical partitioning as per the terms and conditions of the OSP Registration has been implemented and shall remain implemented. The certificate shall be deposited with the concerned TERM Cell.
8. OSP shall ensure that the system logs are tamper-proof and system logs are preserved atleast for One Year. The Authority reserves the right to call for these system logs on demand and also inspect at site.
9. The OSPs shall maintain usage records (Call Detail records and Usage Data Records) for a period of one year.
10. The OSP shall provide the CDRs and UDRs thus saved/stored to the Security agencies/DoT as and when demanded.

12. For extension of registration period beyond 3 years, the OSP shall submit such request for extension alongwith extended validity period of Bank Guarantee, 60 days prior to the expiry date, failing which the registration will lapse without notice.

13. The authority reserves the right to carry out the audit periodically or whenever desires so.

14. The Authority shall have the right to forfeit the security deposit, in case of violation of any of the Terms & Conditions for Other Service Provider category in the Schedule appended hereto, identified to its satisfaction. The OSP shall be liable for any violation of the said terms & conditions by anyone including but not limited to its employees. The authority reserves the right to take appropriate action including cancellation of the registrations held by OSP and the company shall be debarred from taking OSP registration for 3 years from the date of cancellation of such registration.

15. The Directors of the board of a company violating OSP terms and conditions shall be debarred for 3 years from taking OSP registration directly or indirectly.

16. OSP agrees that any information furnished above, if proved incorrect or false will render OSP liable for any penal action or other consequences as may be prescribed in law or otherwise warranted.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorised representatives on the _____(day) _____(month), _____(year).

Signed for and on behalf of

Signed on ___/___/_____, on

President of India

Behalf of

M/s. _____

By _____
Mr. _____

By _____
Mr. _____

(Name and Designation),

(Name and Designation),

DDG/Director, TERM Cell, authorised signatory and holder of General Power of Attorney dated _____, executed in accordance with the Resolution No. _____ dated _____ passed by the Board of Directors.

In the presence of:

Witnesses:

1. Signature

Name

Occupation.

Address

Place.

2. Signature

Name

Occupation.

Address

Place.