

**Department of Telecommunications
(Carrier Services Cell)**

No.18- 2/2008-CS-I

Dated: 5th August, 2008

Subject: - Revised "Terms and Conditions - Other Service Provider (OSP) Category".

It has been decided to further liberalize the existing Terms and Conditions for Other Service Provider (OSP) Category. The revised Terms and Conditions for the Other Service Provider (OSP) Category are enclosed herewith as Annexure-I.

The format of Application for registration of OSP has also been simplified. The revised Application Form which supersedes the existing Forms is also enclosed herewith as Form-I.

Encl: Annexure-I & Form-I as above

(Shambhu Prasad Singh)
Director (CS-I)

To

DDG(C&A) - with request to replace the existing Terms & Conditions and Application Form with the revised Terms & Conditions (Annexure-I) and revised Application Form (Form-I) on DOT website www.dot.gov.in

TERMS AND CONDITIONS – Other Service Provider (OSP) Category

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PRELIMINARY

1. Definitions: - In this part, unless the context otherwise requires:-

- (a) 'Applications Services' means providing services like tele-banking, tele-medicine, tele-education, tele-trading, e-commerce, call centre, network operation centre and other IT Enabled Services, by using Telecom Resources provided by Authorised Telecom Service Providers.
- (b) 'Other Service Provider' (OSP) means a company providing Application Services.
- (c) 'OSP Centre' means the infrastructure at a location in India used by the OSP for providing the Application Services.
- (d) 'Telecom Resource' means Telecom facilities used by the OSP including, but not limited to Public Switched Telecom Network (PSTN), Public Land Mobile Network (PLMN), Integrated Services Digital Network (ISDN) and /or the telecom bandwidth provided by authorized telecom service provider having valid licence under Indian Telegraph Act, 1885.
- (e) 'Company' means a company registered under Indian Companies Act including foreign companies permitted by RBI under Foreign Exchange Management Regulations and registered under Part-XI (Section 591 to 608) of the Companies Act, 1956 for setting up a place of business in India.
- (f) 'Domestic OSP' means the OSP providing the Application Services within national boundaries.
- (g) 'International OSP' means the OSP providing the Application Services beyond national boundaries.
- (h) 'Point of Presence' (POP) is a location where OSP places equipment to act as an extension of OSP Centre for collecting and carrying the telecom traffic related to Application Services.
- (i) 'Hot sites' means a standby OSP Centre either of the same company or of the third party duly registered with DoT, which is continuously updated and is ready to takeover the operations of the working OSP centres in case of any disaster or failure.
- (j) 'Authority' means Department of Telecommunications or its designated field units(VTM Units).

Chapter II

GENERAL TERMS & CONDITIONS FOR OSP REGISTRATION FOR DOMESTIC OR INTERNATIONAL OSP CENTRE

1. General Conditions

- (1) Registration may be granted to any company to provide Application Services. These service providers will not infringe on the jurisdiction of other Authorised Telecom Service Providers and they will not provide switched telephony.
- (2) Following shall apply to the OSP requiring registration:
 - (i) The entities entitled for OSP registration must be a company registered under Indian Companies Act, 1956.
 - (ii) - A Company may apply for registration to the Authority in the proforma prescribed by the Authority from time to time. (List of authorities annexured to the Application Form).
 - (iii) Documents required to be submitted
 - (A) Mandatory Documents
 - (1) Certificate of Incorporation issued by Registrar of Company
 - (2) Memorandum and Article of Association
 - (3) Board resolution or Power of Attorney authorizing the authorised signatory with attested signatures.
 - (4) A note on the nature of business / activities of the proposed OSP
 - (B) Documents required to be submitted, if actual information is different from mandatory documents
 - (5) List of present Directors of the Company.
 - (6) Present shareholding pattern of the company indicating equity details (Indian Equity and Foreign Equity).
- (iv) The registration is location specific, so a company may have more than one registration. Any change in the location of OSP Centre shall require amendment in the original registration.
- (v) For multiple registration:-
 - (a) The applicant company shall apply to their convenient unit of VTM/DoT (HQ) where one site of OSP is proposed to be located.
 - (b) After getting the registration certificate for the first location, the OSP may apply to other respective designated authorities for remaining sites. In such cases, the OSP has to submit only copy of OSP Registration obtained for first site and a

copy of certificate of incorporation issued by registrar of companies if such request is made by OSP within one year and there is no change in the status of previously submitted documents. After one year a complete set of documents shall be required to be submitted.

- (vi) The OSP shall intimate the Authority in case the OSP proposes to change the POP or add another POP.
- (vii) A processing fee of Rs. 1000/- is payable along with the application for registration
in the form of a demand draft from a scheduled bank in favour of the concerned Accounts Officer of registering authority.
- (viii) The validity of the registration shall be 20 years from the date of issue, unless otherwise mentioned in the registration letter.
- (ix) The validity of the registration may be extended, if deemed expedient, the period of registration by 10 years at one time, upon request of the OSP, if made during the 19th year of the registration period on the terms mutually agreed. The decision of the Authority shall be final in regard to the grant of extension.
- (x) The OSP shall inform the Authority, with supporting documents, if there is change in the name or address of the company as stated in the Performa submitted at the time of registration.

2. Modifications in the Terms and Conditions of Registration

The Authority reserves the right to modify at any time the terms and conditions of the Registration, if in the opinion of the Authority 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 Authority shall be final and binding in this regard.

3. Restrictions on 'Transfer of Registration'

The OSP shall not, without the prior written consent as described below, of the Authority, either directly or indirectly, assign or transfer this Registration in any manner whatsoever to a third party or enter into any agreement for sub-Leasing and/or partnership relating to any subject matter of the Registration to any third party either in whole or in part i.e. no sub-leasing/partnership/third party interest shall be created. Provided that the OSP can always employ or appoint agents and employees for provision of the Service.

4. Requirement to furnish information

- (i) The OSP shall furnish to the Authority, on demand in the manner and as per the time frames such documents, accounts, estimates, returns, reports or other information including system passwords in accordance with the rules/ orders as may be prescribed from time to time.
- (ii) The OSP shall submit 'Annual return' to the registering authority in the prescribed Performa within six months of completion of the financial year, indicating the details of the activities of the previous financial year and the status of their continuing the OSP operation. The operational OSPs shall be put in the Active OSP list. Those OSPs who are not submitting the annual return for consecutive three years shall be

put in the dormant list and their registration will be cancelled after keeping them for two years in the dormant list. Such list would be made available on the DOT web site.

5. Suspension, Revocation or Termination of Registration

- (i) The Authority reserves the right to suspend the operation of this Registration at any time, if, in the opinion of the Authority, 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. If situation so warrant, it shall not be necessary for the Authority to issue a notice for seeking comments of the OSP for this purpose and the decision of the Authority shall be final and binding.
- (ii) Provided that the Authority shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Provided further that the suspension of the Registration will not be a cause or ground for extension of the period of the Registration and suspension period will be taken as period spent.
- (iii) OSP may surrender the Registration, by giving notice to the Authority.
- (iv) Breach of non-fulfilment of Registration conditions may come to the notice of the Authority through complaints or as a result of the regular monitoring. Wherever considered appropriate, Authority may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the Registration by the OSP and upon such inquiry the OSP shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type.

6. Actions pursuant to Termination of Registration

- (i) If under the Registration Agreement, material event occurs which entitle the Authority to terminate the Registration Agreement, the Authority shall proceed in accordance with the terms and conditions provided in the Agreement.
- (ii) On termination or surrender or expiry of the Registration, the Bank Guarantee shall be released to the OSP only after ensuring clearance of all dues, which the OSP is liable to pay to the Authority. In case of failure of the OSP to pay the amounts due to the Authority, the outstanding amounts shall be realized through encashment of the Bank Guarantee without prejudice to any other action(s) for recovery of the amounts due to the Authority without any further communication to the OSP.

TECHNICAL CONDITIONS FOR OSP REGISTRATION OF DOMESTIC OR INTERNATIONAL OSP CENTRE

1. Terms & Conditions for OSP Operation

- (1) The OSP shall take the Telecom Resources from an Authorised Telecom Service Provider only.
- (2) The Authorised Telecom Service Providers shall provide resources to the OSP after examining the network diagram of the network proposed to be setup by the OSP and after ensuring its bonafide use. OSPs shall submit a copy of the network diagram approved by the Telecom Service Provider (TSP) to VTM Cells for records and verification.
- (3) Both the Authorised Telecom Service Provider and the OSP shall be responsible as per the terms and conditions of their license/registration respectively towards any violation of the terms and conditions in the use of Telecom Resources.
- (4) OSP may have Internet connectivity from the Authorized Internet Service Provider.
- (5) OSP is permitted to share the Telecom bandwidth with other activities of the same Company or group of companies. However, the OSP shall ensure that there will be a logical separation between the Telecom Resources for OSP and the Telecom Resources for their other activities. There shall be no voice / non voice traffic flow between them.
- (6) Interconnectivity of the International OSP with Domestic OSP is not permitted.

2. Terms & Conditions for Disaster Management of OSP centre

- (1) The domestic OSPs are permitted to connect to the dedicated servers provided at the registered 'Hot Sites', only at the time of disaster with due intimation to the Authority giving connectivity details. Similar arrangements are permitted to the International OSP also. However, there shall not be any interconnection between the 'Hot Sites' of domestic OSP and International OSP.
- (2) Domestic OSP Centres of the same Company are permitted to cross map the seats for use during disaster and shall inform the same to the Authority.
- (3) Similar arrangements as 2(2) above are permitted among the International OSP centres of the same Company.

3. Terms & Conditions specific to the Domestic OSP

- (1) Domestic OSP is permitted to terminate PSTN/PLMN connection with outgoing facility on the same EPABX provided that such PSTN/PLMN lines shall be used for making calls through normal NLD network only and in no way directly or

indirectly cause bypass of licensed National Long Distance Operator (NLDO) jurisdiction. There shall be a logical partitioning to ensure the separation of these facilities. They may have other connectivity e.g. lease circuit and virtual private network (VPN) at the same centre, however, there shall not be any call flow between these PSTN lines and Leased lines.

- (2) Interconnectivity of two or more Domestic OSP Centres of the same Company or group of companies is permitted.
- (3) Domestic OSP is permitted to use Integrated Services Digital Network (ISDN) connections only for the purpose of back up of domestic leased circuits.
- (4) The Authority reserves the right to carry out the audit periodically. If the Authority is satisfied that there has been a violation of any of the conditions, it reserves the right to take punitive action including forfeiture of the security deposit and / or the cancellation of the registration.

4. Terms & Conditions specific to the International OSP

- (1) No PSTN connectivity shall be permitted to the International OSP at the Indian end. PSTN connectivity on foreign end is permitted having facility of both inbound and outbound calls.
- (2) Interconnection of two or more International OSP of the same Company or the group companies is permitted, with intimation to the registering authority within 15 days of such interconnection.

TERMS & CONDITIONS FOR OSP REGISTRATION FOR SHARING THE INFRASTRUCTURE BETWEEN INTERNATIONAL OSP & DOMESTIC OSP

1. General Conditions:

Sharing of the infrastructure by the Domestic OSP and the International OSP shall require prior written approval of the Authority. Such Registration may be granted on fulfilment of the following conditions:-

- (a) The domestic OSP Centre and International OSP Centre shall belong to the same Company.
- (b) The OSP shall set up call centre having at least 50 seats.
- (c) The OSP shall be responsible for any violation of the terms & conditions of OSP registration by anyone including but not limited to its employees.
- (d) The Authority reserves the right to carry out the audit periodically.
- (e) If the Authority is satisfied that there has been a violation of the conditions, it reserves the right to take punitive action including forfeiture of the security deposit and / or the cancellation of the registration held by OSP and the company shall be debarred from taking OSP registration for 3 years from the date of cancellation of such registration.

2. Duration of Registration for Sharing the Infrastructure & Bank Guarantee

- (a) This registration shall be valid for a period of 3 years from the effective date unless revoked earlier for reasons as specified elsewhere in the document.
- (b) The Company shall submit a security deposit in the form of a Bank Guarantee in the specified format for Rs.50 Lakhs for option 1 under term 4(A) of this chapter or Rs. 1 crore for option 2 under term 4(B) of this chapter in favour of the Authority for the period of such Registration. In addition, the Company will sign an agreement with the Authority in the prescribed format.
- (c) Any failure to abide by the terms & conditions of Registration shall entitle the Authority to encash the Bank Guarantees and to convert into a cash security without any reference to the OSP at his risk and cost. No interest or compensation whatsoever shall be payable by the Authority on such encashment.
- (d) Without prejudice to its rights of any other remedy, the Authority may encash Bank Guarantee and forfeit the security deposit in case of any breach in terms & conditions of the Registration by the OSP.

3. Extension of Registration for Sharing the Infrastructure

- (a) Registration for such facility shall be for a period of 3 years. This may be extended for a further periods of maximum 3 years after expiry.

- (b) For extension of registration period beyond 3 years, the OSP shall submit such request for extension along with extended validity period of Bank Guarantee, 60 days prior to the expiry date, failing which the registration will lapse without notice.
- (c) The decision of the Authority shall be final in regard to the grant of extension.

4. Technical Terms & Conditions for sharing the Infrastructure between International OSP & Domestic OSP

(A). OPTION - 1

(Separate & Independent EPABX to be used for International & Domestic OSP Centres with sharing of same operator position)

1. Interconnectivity of the International OSP with Domestic OSP is not permitted.
2. The Domestic OSP centre and international OSP centre shall have non-sharing separate and independent EPABX but may have the common operator position.
3. OSP shall ensure that only one call shall be offered to the operator position at a time, be it domestic or international, incoming or outgoing.
4. No voice traffic shall flow between the Domestic and international OSP centres and/or cause bypass of the network of the Authorised Telecom Service Providers.
5. OSP shall ensure that the system logs are tamper-proof and system logs are preserved at least for six months. The Authority reserves the right to call for these system logs on demand and also inspect them at site.

(B). OPTION - 2

(International & Domestic OSP Centres to share the common EPABX with logical partitioning)

1. Interconnectivity of the International OSP with Domestic OSP is not permitted.
2. The Company shall submit a certificate from the Vendors of the equipment that the software is capable of logically bifurcating the common infrastructure into two separate and independent environments for the Domestic OSP and International OSP Centres.
3. The Company shall ensure the complete logical separation between the activities of the domestic and International applications. No voice traffic shall flow between the Domestic and international OSP centres and/or cause bypass of the network of the Authorised Telecom Service Providers.
4. OSP shall ensure that the system logs are tamper-proof and system logs are preserved at least for six months. The Authority reserves the right to call for these system logs on demand and also inspect them at site.

5. Work from Home

The concept of Extended Agent Position (Work From Home) is permitted with the following conditions:

- (i) The OSP operator shall submit a security deposit of Rs.5 crores with an agreement envisaging to meet certain obligations like exclusive use of home agent, all responsibility to be borne by OSP etc.
- (ii) The agents at home shall be treated as Extended Agent Position of the call centre and interconnection is permitted through authorised service Providers Provisioned (secured) VPN (PPVPN) which have pre defined locations i.e. home of the agents and OSP centre as VPN sites. Over and above PPVPN, the OSP may use their own security mechanism like Authentication, Authorization and Accounting. Such work from home facility shall be limited to the SSA of the OSP Centre and adjoining SSAs.
- (iii) The Authority shall have the right to carry out periodic / surprise inspections of such establishments.

SECURITY CONDITIONS

1. Right to inspect.

- (i) The Authority or its authorized representative shall have right to inspect the sites used for extending the Service and in particular but not limited to, have the right to have access to leased lines, junctions, terminating interfaces, hardware/software, memories of semiconductor, magnetic and optical varieties, wired or wireless options, distribution frames, and conduct the performance test including to enter into dialogue with the system through Input/output devices or terminals. The OSP will provide the necessary facilities for continuous monitoring of the system, as required by the Authority or its authorized representative(s). The Inspection will ordinarily be carried out after reasonable notice, except in circumstances where giving such a notice will defeat the very purpose of the inspection.
- (ii) Wherever considered appropriate, Authority may conduct any inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of terms & conditions of the Registration by the OSP and upon such inquiry the OSP shall extend all reasonable facilities without any hindrance.

2. Prohibition of certain Activities by the OSP

- (i) The OSP shall not engage on the strength of this Registration in the provision of any other Service requiring separate Licence / permission.
- (ii) The OSP shall take necessary measures to prevent objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright, intellectual property etc., in any form, from being carried on the network, consistent with the established laws of the country. Once specific instances of such infringement are reported to the OSP by the enforcement agencies, the OSP shall ensure that the carriage of such material on the network is prevented immediately.

3. Security Conditions

- (i) The OSP shall make available on demand to the person authorized by the Authority, full access to their equipments for technical scrutiny and for inspection, which can be visual inspection or an operational inspection.
- (ii) OSP will ensure that their equipment installations should not become a safety hazard and is not in contravention of any statute, rule or regulation and public Policy.
- (iii) The OSP shall be required to provide the call data records of all the specified calls handled by the system at specified periodicity, as and when required by the security agencies.

Chapter VI

MISCELLANEOUS

1. General

- (1) OSP shall abide by all the conditions that may be imposed by the Authority from time to time.
- (2) The OSP shall be responsible for any violation of the said rules by anyone including but not limited to its employees. OSP shall also be responsible for the correctness of the information furnished.
- (3) Authority reserves the right to take appropriate action for any violation including cancellation of registration.

2. Arbitration

- (1) In the event of any question, dispute or difference arising under this Registration, or in connection thereof, except as to the matter, the decision of which is specifically provided elsewhere under this Registration, the same shall be referred to the sole Arbitrator appointed and nominated by the Authority and may be called, hereinafter the "ARBITRAL TRIBUNAL" who shall pronounce a reasoned award to settle the said dispute.
- (2) The venue of Arbitration shall be New Delhi or as may be fixed by the ARBITRAL TRIBUNAL anywhere in India.
- (3) The arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and rules framed thereunder or any modifications or re-enactment thereof made from time to time.

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**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 sheet for each OSP center)

Type of Centre (Please Tick One)

International OSP Centre		Domestic OSP Centre	
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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			
Teletrading	Telemedicine	Tele-education			
Network Operating Centre	Any other (Pl 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
i					
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
i					
6. PSTN connectivity details (Only for Domestic OSPs)					
No. of PSTN/PLMN lines proposed at the domestic call centre					
Whether these PSTN lines will be incoming only?				Yes	No

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

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
i					

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

8. Whether this Center will share common infrastructure with other centers of the same company at the same location?

Yes / No (If Yes, Part C of the application to be filled in the prescribed format. If no, please submit a declaration that the International & Domestic call centers at the same location, if any, shall not share common infrastructure and there shall be no interconnection.)

9. Processing fee details (Demand Draft in favour of Accounts Officer of concerned registering authority, as per Annexure.)

Rs. 1000/- per OSP centre registration

No. and date

Amount

Name of Bank on which drawn

C. SHARING:

(For Domestic and International OSP centers whose infrastructure is to be shared)

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	

C3. Choice of the OSP for sharing the Common infrastructure

Please select the appropriate option for sharing the common infrastructure:

(A). OPTION 1	Separate & Independent EPABX to be used for International & Domestic OSP Centers with sharing of same operator position (Subject to a Bank Guaranty of Rs. 50/- Lakhs/ OSP Centre)
(B). OPTION 2	International & Domestic OSP Centers to share the common EPABX with logical partitioning (Subject to a Bank Guaranty of Rs. 1 Crore/ OSP Centre)

Tick the Option Selected: **OPTION 1**

OPTION 2

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

CAPACITY OF THE EPABX	
NAME OF THE VENDOR	
CONFIGURATION OF THE LOGICAL PARTITIONING OF PORTS BETWEEN DOMESTIC & INTERNATIONAL CALL CENTRE	

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. 5 Crores. -
- 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.

D. 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 OR (b) Power of Attorney duly notarised authorising the signatory with attested signature.	Yes Yes	No 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. 5 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 center)	Yes	No

E. 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.

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. (Detail as per Annexure)