Government of India Ministry of Communications Department of Telecommunications (Carrier Services-I Cell) Sanchar Bhawan, Ashok Road, New Delhi-110001

No. 311-Misc/2017-CS-I

13.07.2022

To,

All the PMRTS Licensees (other than UL)

Subject: Amendment in PMRTS licences (other than UL) for procurement of Telecommunication equipment.

As per Condition 4 of the license agreement, the LICENSOR reserves the right to modify at any time the 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 in this regards. The LICENSOR hereby amends the following in PMRTS license agreement:

Existing Clause

** (***** *)

PART-VI,

Security Conditions:

Sub clause 37.19. The Government through the Designated Authority will have the right to impose conditions for procurement of Telecommunication Equipment on grounds of Defence of India, or matters directly or indirectly related thereto, for national security. Designated Authority for this purpose shall be National Cyber Security Coordinator. In this regard, the licensee shall provide any information as and when sought by the Designated Authority.

Designated Authority shall notify the categories of equipment for which the security requirement related to Trusted Sources are applicable. For the said equipment, Designated categories of Authority shall notify the Trusted Sources along with the associated Telecommunication Products). Equipment (Trusted Designated Authority may also notify a list of from whom Designated Sources procurement can be done. Procedure for inclusion of Telecommunication Equipment in the list of Trusted Sources will be issued by the Designated Authority.

With effect from 15thJune 2021, the licensee, shall only connect Trusted Products in its network and also seek permission from

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Amended Clause

Designated Authority shall notify the categories of equipment for which the security requirement related to Trusted Sources are applicable. For the said Designated of equipment, categories Authority shall notify the Trusted Sources along with the associated Telecommunication Equipment (Trusted Products). Designated Authority may also notify a list of whom Designated Sources from procurement can be done. Procedure for inclusion of Telecommunication Equipment in the list of Trusted Sources will be issued by the Designated Authority.

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Designated Authority for upgradation of existing Network utilizing the Telecommunication Equipment not designated as Trusted Products. However, these directions will not affect ongoing Annual Maintenance Contracts (AMC) or updates to existing equipment already inducted in the network as on date of effect.

The licensees shall comply with the Guidance for Enhanced Supervision and Effective Control of Telecommunication Networks, as per guidelines to be issued by the licensor.

Designated Authority for upgradation or expansion of existing Network utilizing the Telecommunication Equipment not designated as Trusted Products. However, these directions will not affect ongoing Annual Maintenance Contracts (AMC) or updates to existing equipment already inducted in the network as on date of effect.

The licensees shall comply with the Guidance for Enhanced Supervision and Effective Control of Telecommunication Networks, as per guidelines to be issued by the licensor.

2. This amendment shall be part and parcel of the PMRTS License Agreement and all others Terms & Conditions shall remain unchanged.

(Rahul Yadav)

ADG (CS-IB)

For and on behalf of the President of India

Ph. No. 2303-6489

Copy To:

- 1. Chairman, TRAI.
- 2. DG (T) HQ, DoT HQ.
- 3. Advisor (Economics) / Wireless Advisor / Sr. DDG (TEC)
- 4. DDG (AS)/ DDG (DS)/ DDG (Satellite)/DDG (A/C) /DDG (LFP)/ DDG (LFA)/ DDG (WPF)/ DDG (SA)/ DDG (SPPI)
- 5. Director (IT) may kindly arrange to upload this letter on the website of DoT.