

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

No.18-5/2009-CS-I

Dated : 7 -10 -2011

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 have been extended to the OSP's through this amendment:-

- (i) OSPs have been allowed to share the EPABX of International Call Centre (ICC) and PSTN lines for office use with logical partitioning.
- (ii) Restriction on limiting the Extended Agent positions to SSA & adjoining SSAs has been removed.

As a consequence, the following clause(s) 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 (as amended from time to time) are modified as under :-

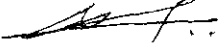
| CLAUSE NUMBER | EXISTING CLAUSE | AMENDED CLAUSE |
|----------------------------|---|--|
| Chapter IV, clause 4[B] | <p>(B). OPTION - 2</p> <p>(International & Domestic OSP Centres to share the common EPABX with logical partitioning)</p> <p>1. Interconnectivity of the International OSP with Domestic OSP is not permitted.</p> <p>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.</p> | <p>(B). OPTION - 2</p> <p>(Sharing the EPABX of International Call Centre (ICC), Domestic OSP Centres and PSTN lines for office use with logical partitioning)</p> <p>1. Interconnectivity of the International OSP with Domestic OSP / PSTN lines is not permitted.</p> <p>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 / three (as applicable) separate and independent environments for the Domestic OSP Centre, International OSP Centre and PSTN lines for office use.</p> |

| | | |
|--------------------------|--|--|
| | <p>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.</p> <p>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.</p> | <p>3. The Company shall ensure the complete logical separation between the activities of the Domestic OSP, 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 / International OSP centres and PSTN lines for office use 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.</p> <p>4. OSP shall ensure that the system logs are tamper-proof and system logs are preserved at least for one year. The Authority reserves the right to call for these system logs on demand and also inspect them at site.</p> <p>5. The OSPs shall maintain usage records (Call Detail records and Usage Data Records) for a period of one year.</p> <p>6. The OSP shall provide the CDRs and UDRs thus saved/stored to the Security agencies/DoT as and when demanded.</p> |
| Chapter IV, Clause 5 (i) | The OSP operator shall submit a security deposit of Rs. one crore with an | The OSP operator shall submit prescribed security deposit with an agreement envisaging to meet |

| | | |
|--|--|---|
| <p>under the heading Work-From-Home</p> | <p>agreement envisaging to meet certain obligations like exclusive use of home agent, all responsibility to be borne by OSP etc.</p> | <p>certain obligations like exclusive use of home agent. The security deposit shall be Rs. one crore for each registered location of OSP Centre from which Work-From-Home is extended. Any misuse of Work-From-Home facility, beyond the terms of the agreement or otherwise, shall be treated as violation of the terms & conditions of the OSP Registration.</p> |
| <p>Chapter IV, Clause 5 (ii) under the heading Work-From-Home</p> | <p>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.</p> | <p>The agent 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 agent and OSP centre as VPN end-user sites. Over and above PPVPN, the OSP may use their own security mechanism like Authentication, Authorization and Accounting at the same call-centre from which the connectivity has been extended to the home agent.</p> |
| <p>Chapter IV, Clause 5 (iii) and (iv) under the heading Work-From-Home</p> | <p>(iii) The Authority shall have the right to carry out periodic / surprise inspections of such establishments.</p> | <p>(iii) For obtaining permission from DoT for Work From Home, the OSP shall submit complete details for Extended Agent position(s) like name & complete address, connectivity alongwith name of the service-provider etc. as per the application-form. All logs of the activities carried out by the extended agent should be maintained for one year. The IP addresses assigned on the VPN & the OSP Centre in this regard</p> |

| | | |
|---------------------------|---|--|
| | | <p>should also be maintained for each extended agent position and should be produced whenever required by DoT.</p> <p>(iv) The Authority shall have the right to carry out periodic / surprise inspections of such establishments.</p> |
| Chapter III, Clause 1 (4) | OSP may have Internet connectivity from the Authorized Internet Service Provider. | OSP may have Internet connectivity from the Authorized Internet Service Provider. For the purpose of internet connectivity in India, the OSPs are permitted to use IP address that is registered in the name of an Indian entity that shall be traceable to a physical address (location) in India. |

Accordingly, relevant modifications as per above mentioned amendment(s) in the application form (Form -I) for Registration of OSP & the Agreement for "Work From Home" facility have also been carried out and are annexed herewith.

 7.10.11
 (Suneel Niraniyan)
 Director (CS-I)

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.

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 sheet for each OSP center)

Type of Centre (Please Tick One)

| | | | |
|--------------------------|--------------------------|---------------------|--------------------------|
| International OSP Centre | <input type="checkbox"/> | Domestic OSP Centre | <input type="checkbox"/> |
|--------------------------|--------------------------|---------------------|--------------------------|

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 (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 | | | | | |
| No. of PSTN/PLMN lines proposed at the 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 | | | | | |
| 10. 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.) | | |
| 11. 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 | (Sharing the EPABX of International Call Centre (ICC), Domestic OSP Centres and PSTN lines 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 AND PSTN LINES FOR OFFICE USE. | |

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 OR | Yes | No |
| (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 |

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.

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.

AGREEMENT NO:

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

AGREEMENT
FOR
“WORK FROM HOME” FACILITY

TOTAL PAGES _____

Agreement

for

“Work From Home” Facility

THIS AGREEMENT is made on the ... day of (month) (year) by and between the President of India acting through Shri Director/ADG, 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.
- ii) AND WHEREAS the OSP is having / proposes to set up an Domestic/International OSP Center at vide Registration Nodated as per the terms and conditions of Registration.
- iii) AND NOW WHEREAS the OSP has requested for “Work From Home” Facility.

Whereupon and in pursuance to the said request, the Authority has agreed to Register the OSP for “Work From Home” Facility (hereinafter called the 'facility') as per terms & conditions for Other Service provider category as described in SCHEDULE appended hereto.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Registration for such facility (i.e. “Work From Home” Facility) 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. Further, the OSP agrees:
 - (i) to the exclusive use of home agents as Extended Agent Position;
 - (ii) that the agent at home shall be treated as Extended Agent Position of the call centre and interconnection is permitted through authorized service Providers Provisioned (secured) VPN (PPVPN) which have pre defined locations i.e. home of the agent and OSP centre as VPN **end-user** sites. Over and above PPVPN, the OSP may use their own security mechanism like Authentication, Authorization and Accounting **at the same call-centre from which the connectivity has been extended to the home agent.**; and
 - (iii) that the Authority shall have the right to carry out periodic/surprise inspections of such establishment.
4. OSP shall ensure that the system logs are tamper-proof and system logs are preserved at least for **one year**. The Authority reserves the right to call for these system logs on demand and also inspect at site.
5. OSP agrees to submit a security deposit in the form of a Bank Guarantee for Rs. 1 Crore (Rupees One Crore) in favour of the Department of Telecommunications for the period of such registration in the prescribed format.
6. 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.
7. The authority reserves the right to carry out the audit periodically or whenever desires so.
8. 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 it's satisfaction. The OSP shall be liable for any violation of the said terms & conditions by anyone including but not limited to it's employees/home agents. 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.

9. 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.
10. 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
President of India

Signed on __/__/____, on
Behalf of

M/s. _____

By
Mr. _____
(Name and Designation),
Director/ADG, TERM Cell ,.....

By
Mr. _____
(Name and Designation),
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