

Government of India
Ministry of Communication & Information Technology
Department of Telecom
Sanchar Bhawan, 20-Ashoka Road, New Delhi-110001
(DS Cell)

No. 820-01/2006-LR(Vol.II) Pt.2

dated : 08.05.2013

To

All Internet Service Providers

Sub.: Extension of time for Security Certification of Telecom Equipment within India in respect of License Amendment dated 03.06.2011 for security related concerns for expansion of Telecom Services in various zones of the country.

Kindly refer to Clause 1.10.11(iii) of ISP Licence Amendment dated 03.06.2011, for security related concerns for expansion of Telecom Services in various zones of the country.

2. In this regard, it has been decided that the existing Clause 1.10.11(iii) of ISP Licence Agreement has been amended and replaced by the following :

"Clause 1.10.11(iii) : The Licensee shall induct only those network elements into his telecom network, which have been got tested as per relevant contemporary Indian or International Security Standards e.g. IT and IT related elements against ISO/IEC 15408 standards, for Information Security Management System against ISO 27000 series Standards, Telecom and Telecom related elements against 3 GPP security standards, 3GPP2 security standards etc from any international agency/labs of the standards e.g. Common Criteria labs in case of ISO/IEC 15408 standards until **30th September, 2013. From 1st October, 2013** the certification shall be got done only from authorized and certified agencies/labs in India. The copies of test results and test certificates shall be kept by the licensee for a period of 10 years from the date of procurement of equipment."


(Sanjay Kumar)
ADE (ISP-I)

Tel. No. : 23036482/6165

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Director(IT) with request to post on DoT website

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caused to or suffered by the Authority by reason of breach by the said LICENSEE of any of the terms or conditions contained in the said Licence or by reason of the LICENSEE's failure to perform any of its obligations under the said Licence.

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

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

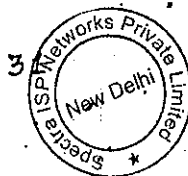
(a) the Guarantee herein contained shall remain in full force and effect for a period of two years from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said Licence have been fully paid and its claims satisfied or discharged or till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

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

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

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

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