

**No. L-14035/19/2010-BWA (Pt)**  
**Ministry of Communication & Information Technology**  
**Department of Telecommunication**  
**Wireless Planning and Coordination Wing**

New Delhi dated, the 16<sup>th</sup> October, 2015

**GUIDELINES**

Considering the immediate requirement of Microwave Access (MWA) and Microwave Backbone (MWB) spectrum of telecom service providers, it has been decided to allot such spectrum for the interim period provisionally, pending the final decision in the matter by the Government.

2. The interim/ provisional allotment of MWA/ MWB carriers will be subject to following terms, conditions and criteria:

i) TSPs would be allotted, including the present holdings, a maximum of 4 carriers for Metro & Category A Service Area, 3 carriers for Category B and Category C Service Areas for MWA, subject to availability.

ii) Microwave Backbone carrier allotment will be considered on link to link basis subject to availability.

iii) Each Microwave carrier refers to 28 MHz paired bandwidth in 13, 15, 18 and 21 GHz bands for MWA and in sub 10 GHz band (s) for MWB.

iv) For the interim period, the charging of MWA and MWB carriers will be done as per rates mentioned in Order no. J-14025/200(11)/ 06-NT Dated 3<sup>rd</sup> November' 2006 and its amendments of even no. dated 10<sup>th</sup> November' 2008 and 19<sup>th</sup> February' 2009.

v) The applicants (TSPs) are required to submit an *undertaking* and also enter into an *Frequency Agreement* (proformas enclosed herewith), dully filled in, before their request for the allotment of MWA/ MWB carriers is considered.

vi) All MWA/ MWB carrier/spectrum allotted, as an interim measure, will be purely on temporary and provisional basis and all such allottees will have to participate in the allotment methodology as decided by the Government after considering the recommendations of TRAI on the subject.

vii) In the event of decision of the Government to allot MWA carrier/ spectrum by auction, the carriers allocated as an interim measure, will stand reverted back to the Government after a period of three months from date of finalisation of results of aforesaid auction, in case such allottees fail to participate and/or win back the carriers/spectrum provisionally allotted as an interim measure.

viii) In the event of decision of the Government to allot MWA carrier/ spectrum by a methodology other than the auction, the carriers allocated as an interim measure, will stand reverted back to the Government after a period of three months, in case such allottees fail to participate in the said process and/or not being able to get back the provisionally allotted carriers/spectrum, as per the methodology.

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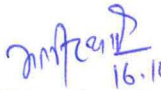
ix) The licensees whose licenses have expired in November' 2014 or licenses expiring in future, will be allowed to hold the carriers allotted to them as per Clause 8.4 of UL guidelines on a purely provisional basis till the ongoing process of TRAI consultation is completed and a final decision thereon is taken by the Government; thereafter, MWA/ MWB carriers may be regulated in accordance with above Para (vii) and (viii) of this Guideline/ OM.

x) Due notice will be given to such allottees who have been provisionally allotted the carriers/spectrum as an interim measure and have not been able to get back the spectrum in full or in part.

xi) During the said interim period, the present charging mechanism, as mentioned above, will continue subject to the condition that for the spectrum/carriers allotted during interim period, the TSPs will have to pay the charges with retrospective effect (i.e. from the date of issue of letter for allotment of carriers as interim measure) as finally determined through the auction process/ market related process or any other methodology decided by the Government.

*Encls: As above*

(Undertaking and Frequency Agreement Proforma)

  
16.10.2015  
(Bhagirath)

Deputy Wireless Adviser

Copy to:

- i) All concerned
- ii) Sr. DWA (ASMS), WPC Wing, DoT for uploading on the WPC Wing website
- iii) Director (IT), DoT, for uploading on the DoT website

**Undertaking for the Interim/ Provisional allotment of MWA/ MWB carriers**

We/I \_\_\_\_\_ on behalf of M/s \_\_\_\_\_ hereby undertake to agree for the assignment of frequencies against our application vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ with the following conditions:

- (i) The allotment of spectrum is provisional and subject to Govt's final decision on allotment & pricing of MWA and MWB spectrum;
- (ii) In the event of final decision to allot spectrum only through auction process, the provisional allotment of spectrum shall be withdrawn;
- (iii) In case the provisional allotment of spectrum is withdrawn, payment made towards spectrum charges or part thereof shall not be refunded;
- (iv) In case the provisional allotment of spectrum is withdrawn, respective wireless users would obtain Non Dealer Possession Licence (NDPL) for possessing the wireless equipment or return the equipment to a DPL holder or shall be disposed off the same as per procedure.
- (v) The revised spectrum charges, as finally determined through market related mechanism or otherwise, as may be applicable, shall be paid by us from the date of issue of Letter for provisional allotment of spectrum.

2. Further, upon Shift/ change in policy from administrative allotment and issue of due notice for such change, to make appropriate arrangements, etc., the same shall be complied with by us within three months from date of issue of such notice.

Place \_\_\_\_\_


Signature of Authorised Signatory\*

Dated \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

\*The document in support of being the authorised signatory (i.e. Board Resolution and POA) to be attached.

  
16.10.2015

**Government of India**  
**Ministry of Communication & IT**  
**Department of Telecommunications**  
**Wireless Planning and Coordination Wing**  
**Sanchar Bhavan, 20, Ashoka Road**  
**New Delhi-110001, India**

**FREQUENCY AGREEMENT**

**FOR**

**MICROWAVE ACCESS & MICROWAVE BACKBONE NETWORK**  
**UNDER UASL/CMTS/Basic/UL (AS)/UL/ISP**

**No.....**

**Dated : .....**

*20/10/2015*  
*16.10.2015*

**FREQUENCY AGREEMENT**

**FOR**

**MICROWAVE ACCESS & MICROWAVE BACKBONE NETWORK UNDER  
UASL/CMTS/Basic/UL (AS)/UL/ISP**

THIS AGREEMENT is made on ..... by and between the President of India acting through ....., Assistant Wireless Adviser, Wireless Planning and Coordination Wing, Department of Telecommunications (DOT), Government of India, Sanchar Bhavan, 20 Ashoka Road, New Delhi-110001 (herein after called the WPC Wing) of the FIRST PARTY.

AND

....., a company registered under the Companies Act, 1956, having its registered office at ..... acting through ..... authorised signatory (hereinafter called the LICENSEE) of the SECOND PARTY.

WHEREAS by the virtue of the provisions of Section 4 of Indian Telegraph Act, 1885, the WPC Wing of the Department of Telecommunications has privilege to issue decision letter agreeing to frequencies for microwave access network subject to availability AND WHEREAS the LICENSEE HAS requested to the Party of the first part to grant a LICENSE TO establish, install operate and maintain Microwave Access & Microwave Backbone Network to provide Access Service hereinafter called 'Access Service'. AND WHEREAS in pursuance of the said Section 4 of Indian Telegraph Act, 1885 the license agreement dated ..... was

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entered into between the LICENSEE and LICENSOR therein being the Department of Telecom.

AND WHEREAS Condition ... of Unified Access Service License/Cellular Mobile Telephone Service License/Basic License/Unified License (Access Service)/ Unified License/ ISP License No. .... dated..... provides that a separate specific authorization and license called WPC license shall be required from the WPC Wing of the Department of Telecommunications, permitting utilization of appropriate frequency/band for the establishment and possession and operation of wireless element of the telecom services, under specified terms, including permission for authorization of WPC license.

AND WHEREAS in pursuance of the said Clause the LICENSEE request Party of the First part the WPC Wing to issue microwave access and microwave backbone frequencies to the LICENSEE to establish, install, operate and maintain MICROWAVE ACCESS & MICROWAVE BACKBONE NETWORK on the terms and conditions appearing hereinafter.

AND WHEREAS Department of Telecom (WPC Wing) Party of the First Part fixed spectrum charges for the utilization of the said Microwave Access and Microwave Backbone Spectrum by WPC Wing, DOT Order No.L-14047/01/2002-NTG dated 18<sup>th</sup> April, 2002 revised vide WPC Wing, DOT Order No. J-14025/200(11)/06 dated 3<sup>rd</sup> November, 2006 and its amendment dated 10<sup>th</sup> November, 2008 and 19<sup>th</sup> February, 2009.

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AND WHEREAS the Party of the First Part WPC Wing had fixed the said Microwave Access and Microwave Backbone Spectrum fees by circular order dated 3<sup>rd</sup> November, 2006 issued by the Wireless Adviser to Government of India and by which the Department fixed the tariff for access to said Microwave Access and Microwave Backbone Spectrum.

AND WHEREAS the Hon'ble TDSAT by its Order dated 22<sup>nd</sup> April, 2010 struck down the order of 2006 mainly on the ground that the said Order was not delegated legislation nor a regulation as per the Indian Telegraph Act,1885 and the tariff could not be fixed unilaterally by an Order.

AND WHEREAS in the Union of India through DOT has filed a Special Leave Petition No.CA D29714 of 2010 against the said order and the matter is pending in the Hon'ble Supreme Court.

AND WHEREAS in the light of the said TDSAT Order dated 22<sup>nd</sup> April, 2010 it has become necessary to fix the tariff by bilateral negotiation between the WPC Wing and LICENSEE to operationalise Condition ... of Unified Access Service License/Cellular Mobile Telephone Service License/Basic License/Unified License (Access Service)/ Unified License/ ISP License No. .... dated.....

AND WHEREAS the WPC Wing Party of the First Part offered to the LICENSEE tariff rate mentioned in WPC Order No. J-14025/200(11)06-NT dated 3<sup>rd</sup> November, 2006 and its amendments dated 10<sup>th</sup> November 2008 and 19<sup>th</sup> February, 2009 and the LICENSEE has agreed to the said rates.

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16.10.2015

AND WHEREAS the LICENSEE has given its informed consent being fully aware of the proceedings mentioned therein.

AND WHEREAS the LICENSEE has desired to enter into agreement paying the License fee as per Condition ... of Unified Access Service License/Cellular Mobile Telephone Service License/Basic License/Unified License (Access Service)/ Unified License/ ISP License No. .... dated..... fixing the tariff being used for Said Microwave Access and Microwave Backbone Spectrum.

Now the license is being entered into on terms and conditions agreeable to by the WPC Wing and the LICENSEE which are incorporated herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In furtherance of the of Unified Access Service License/Cellular Mobile Telephone Service License/Basic License/Unified License (Access Service)/ Unified License/ ISP License No. .... dated ..... and in particular Condition ... of Unified Access Service License/Cellular Mobile Telephone Service License/Basic License/Unified License (Access Service)/ Unified License / ISP License No. .... dated..... there under whereby a separate specific authorization and license shall be required from the WPC Wing, DOT for utilization of appropriate frequency/band for establishment and possession of wireless element of the telecom service under the Access Service License Agreement under specified terms and conditions including payment for said authorization /WPC License. WPC Wing hereby assigns MW Access and Microwave Backbone Spectrum to the

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LICENSEE on terms thereto for the said use of Microwave Access and Microwave Backbone Network at the rate specified hereunder and as agreed by the WPC Wing and the LICENSEE by putting their signatures on this document.

2. (i) The LICENSEE agrees to pay to the WPC Wing at the rates as per WPC letter No. J-14025/200(11)/06-NT dated 03.11.2006 and J-14025/200(11)/06-NT dated 10.11.2008 for the use of the MW Access and Microwave Backbone Spectrum, as detailed below:

Spectrum Band width	Spectrum charges as percentage of AGR	Cumulative spectrum charges as percentage of AGR
First carrier of 28 MHZ(paired)	0.15%	0.15%
Second carrier of 28 MHZ(paired)	0.20%	0.35%
Third carrier of 28 MHZ(paired)	0.20%	0.55%
Fourth carrier of 28 MHZ(paired)	0.25%	0.80%
Fifth carrier of 28 MHZ(paired)	0.30%	1.10%
Sixth carrier of 28 MHZ(paired)	0.35%	1.45%
Seventh carrier of 28MHZ(paired)	0.40%	1.85%
Eighth carrier of 28MHZ(paired)	0.45%	2.30%
Ninth carrier of 28MHZ(paired)	0.50%	2.80%
Tenth carrier of 28MHZ(paired)	0.55%	3.35%
Eleventh carrier of 28MHZ(paired)	0.60%	3.95%


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2.(ii) Any delay in payment of spectrum usage charges, payable, or any other dues payable under the License beyond the stipulated period will attract interest at a rate which will be 2% above the Prime Lending Rate (PLR) of State Bank of India existing as on the beginning of the Financial Year namely 1<sup>st</sup> April in respect of the spectrum usage charges pertaining to the said Financial year. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month.

2. (iii) In case, the total amount paid as quarterly spectrum usage charges for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable spectrum usage charges, it shall attract a penalty of 50% of the entire amount of short payment. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed. This amount of penalty shall be payable within 15 days of the date of signing the audit report on the annual accounts, failing which interest shall be further charged as per terms of conditions specified in the service license.

2. (iv) In future, if the Government decides to levy one time charges and any other spectrum acquisition charges on MW Access & Backbone spectrum retrospectively, the licensees are bound by such Government decisions.

3. The LICENSEE hereby agrees that the allotment of spectrum is provisional and subject to Government's final decision on allotment & pricing of MWA and MWB spectrum. In the event of final decision to allot spectrum only through auction

  
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process, the provisional allotments of spectrum shall be withdrawn and payment made towards spectrum charges or part thereof shall not be refunded.

4. The LICENSEE hereby agrees that as and when the Rates for Microwave Access and Microwave Backbone are revised under the Telegraph Act, the LICENSEE will be bound by the said revised rates and hereby agrees and undertake to pay the said rates as and when revised.

5. The LICENSEE hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in FREQUENCY AGREEMENT and without any deviations or reservations.

6. Unless otherwise mentioned or appearing in the text, the Guidelines for provision of Access Service as per Service License agreements/ Notice Inviting Application (NIA) issued by this Ministry for auction of spectrum including the application for 800 MHz/ 900 MHz/ 1800 MHz/ 2100 MHz/ 2300 MHz/ 2500 MHz Spectrum shall form part and parcel of this AGREEMENT.

7. EFFECTIVE DATE of this Frequency Agreement is .....

8. The spectrum charges shall be payable on quarterly basis in advance i.e. within 15 days of the commencement of the each quarter.

9. Interest and penalty in case of short payment or delayed payment and all other financial conditions shall be governed by terms and conditions of License Agreement No. .... dated ..... for Spectrum charges and the orders issued by WPC Wing from time to time.

*Signature*  
16.10.2015

10. Financial Bank Guarantee (FBG) shall be submitted by the license as per terms and conditions of License Agreement No. .... dated .....

11. The frequency earmarked/assigned under this agreement shall not be activated unless wireless operating license is obtained from WPC Wing.


12. ITU/TEC and other international standard equipment conforming to National Frequency Allocation Plan (NFAP) shall be deployed in MW Access and Microwave Backbone Network for which frequencies under this agreement shall be issued.

13. WPC Wing reserve the right to change /or modify frequencies assigned to licensee without any notice in the interest of public or for proper conduct of telegraphs and or for the security considerations.

14. This frequency agreement shall be governed by the provision of Indian Telegraph Act 1885 and Indian Wireless Telegraphy Act 1933 and Telecom Regulatory Authority of India Act 1997 as modified or replaced from time to time.

15. The LICENSEE agrees that for all future allocations of Microwave Access and Microwave Backbone Spectrum will be made on a nondiscriminatory manner subject to its availability.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed through their respected authorized on the .....

  
16.10.2015

Signed for and on behalf of the

President of India

By .....

Assistant Wireless Advisor

Wireless Planning and Coordination Wing

Deptt. Of Telecom (DOT)

Government of India

Signed on behalf of

M/s .....

By .....

Authorized signature and holder

of Special Power of Attorney

dated ..... executed in

accordance with the Resolution

Dated ..... passed by the Board

of Directors.

**IN THE PRESENCE OF:**

1. Signature  
Name  
Occupation  
Address

2. Signature  
Name  
Occupation  
Address

1. Signature  
Name  
Occupation  
Address

2. Signature  
Name  
Occupation  
Address

  
16.10.2015