

Government of India  
Ministry of Communications & IT  
Department of Telecommunications  
(AS-II Cell)

Sanchar Bhavan, 20, Ashoka Road, New Delhi – 110 117.

No. 842-725/2005-VAS/Vol.III  
To

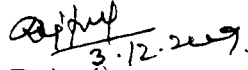
Dated: 3<sup>rd</sup> December, 2009

All Captive V-SAT Service Licensees

Subject: Amendment to the Captive V-SAT Service Licence Agreement for security related concerns for expansion of Telecom Services in various zones of the country

In exercise of the power vested in the Licensor under Section I, clause 6(ii) of V-SAT Licence Agreement, inter-alia, reserving the right to modify at any time the terms and conditions of the Licence in the interest of national security and public interest or for proper provision of TELEGRAPH, the Licensor hereby inserts, with immediate effect, the following clause of the said licence, namely:

“1.10 The LICENSEE shall apply to the Licensor for security clearance, along with the details of the equipment(s) as well as details of equipment(s) suppliers and manufacturers including Original Equipment Manufacturers (OEM), before placement of the final purchase order for procurement / up gradation of equipment / software for provisioning of telecommunications services under the licence. In case no response is received from the Licensor within thirty working days, it shall be presumed that there is no objection to the procurement.”

  
(R.S. Rajput)  
A.D. (SAT-V)  
TN-2371-0248

Copy to:

1. Secretary, TRAI, New Delhi
2. Wireless Advisor, WPC Wing, New Delhi
3. Sr.DDG(WPF), DoT, New Delhi
4. DDG(Security) / DDG(AS-II) / DDG(AS-I) / DDG(LF) / DDG(CS), DoT, New Delhi
5. DDG(C&A), DoT, New Delhi for publishing on the DoT website
6. Respective licence agreement files

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No. 842-725/2005-VAS/Vol.III

Dated: 3<sup>rd</sup> December, 2009

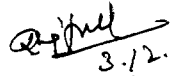
To

All V-SAT Licensees

Subject: Amendment to the V-SAT Licence Agreement for security related concerns for expansion of Telecom Services in various zones of the country

In exercise of the power vested in the Licensor under clause 23.8 of V-SAT Licence Agreement, inter-alia, reserving the right to modify at any time the terms and conditions of the Licence in the interest of national security and public interest or for proper provision of TELEGRAPH, the Licensor hereby inserts, with immediate effect, the following clause of the said licence, namely:

“23.9A The LICENSEE shall apply to the Licensor for security clearance, along with the details of the equipment(s) as well as details of equipment(s) suppliers and manufacturers including Original Equipment Manufacturers (OEM), before placement of the final purchase order for procurement / up gradation of equipment / software for provisioning of telecommunications services under the licence. In case no response is received from the Licensor within thirty working days, it shall be presumed that there is no objection to the procurement.”

  
3.12.09  
(R.S. Rajput)  
A.D. (SAT-V)  
TN-2371-0248

Copy to:

1. Secretary, TRAI, New Delhi
2. Wireless Advisor, WPC Wing, New Delhi
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(AS-II Cell)

Sanchar Bhavan, 20, Ashoka Road, New Delhi – 110 117.

No. 842-725/2005-VAS/Vol.III

Dated: 3<sup>rd</sup> December, 2009


To

INSAT Mobile Satellite System Reporting Service Licensees

Subject: Amendment to the INSAT Mobile Satellite System Reporting Service Licence Agreement for security related concerns for expansion of Telecom Services in various zones of the country

In exercise of the power vested in the Licensor under clause 32.8 of INSAT Mobile Satellite System Reporting Service Licence Agreement, inter-alia, reserving the right to modify at any time the terms and conditions of the Licence in the interest of national security and public interest or for proper provision of TELEGRAPH, the Licensor hereby inserts, with immediate effect, the following clause of the said licence, namely:

“32.9A The LICENSEE shall apply to the Licensor for security clearance, along with the details of the equipment(s) as well as details of equipment(s) suppliers and manufacturers including Original Equipment Manufacturers (OEM), before placement of the final purchase order for procurement / up gradation of equipment / software for provisioning of telecommunications services under the licence. In case no response is received from the Licensor within thirty working days, it shall be presumed that there is no objection to the procurement.”

  
(R.S. Rajput) 3.12.2009  
A.D. (SAT-V)  
TN-2371-0248

Copy to:

1. Secretary, TRAI, New Delhi
2. Wireless Advisor, WPC Wing, New Delhi
3. Sr.DDG(WPF), DoT, New Delhi
4. DDG(Security) / DDG(AS-II) / DDG(AS-I) / DDG(LF) / DDG(CS), DoT, New Delhi
5. DDG(C&A), DoT, New Delhi for publishing on the DoT website
6. Respective licence agreement files

**Government of India**  
**Ministry of Communications & I.T.**  
**Department of Telecommunications**  
**Sanchar Bhawan, 20 - Ashoka Road,**  
**New Delhi - 110001**  
**(AS-II Cell)**

No. 842-725/2005-VAS/Vol.III

Dated : 15.12.2009

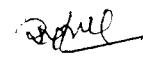
To

**Commercial VSAT Licensees migrated to NTP 99**  
(Original License Agreement No. ....)

**Sub : Amendment to the V-SAT Licence Agreement for security related concerns for expansion of Telecom Services in various zones of the country.**

In exercise of the power vested in the Licensor under clause No. 12 (ii) of V-SAT Licence Agreement, inter-alia, reserving the right to modify at any time the terms and conditions of the Licence in the interest of national security and public interest or for proper provision of TELEGRAPH, the Licensor hereby inserts, with immediate effect, the following clause of the said licence in Schedule C, Part - II , namely :

"1.1A The LICENSEE shall apply to the Licensor for security clearance, along with the details of the equipment(s) as well as details of equipment(s) suppliers and manufacturers including Original Equipment Manufacturers (OEM), before placement of the final purchase order for procurement / up gradation of equipment / software for provisioning of telecommunications services under the licence. In case no response is received from the Licensor within thirty working days, it shall be presumed that there is no objection to the procurement."

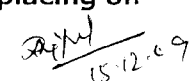
  
**(R. S. Rajput)**  
**AD (Sat-V)**  
**T. No. 23710248**

Copy to :

1. Secretary, TRAI, New Delhi.
2. Wireless Advisor, WPC Wing, New Delhi.
3. Sr. DDG (WPF), DoT, New Delhi.
4. DDG (Security)/ DDG (AS-II)/ DDG (AS-I) / DDG (LF) / DDG (CS), DoT, New Delhi.
5. DDG (C&A), DoT, New Delhi for publishing on the DoT website.
6. Respective licence agreement files.

Copy to :

1. Director (IT), DoT, Sanchar Bhawan, New Delhi with request to paste the above amendment on the internet site of DoT.
2. A.D. (OL), Dak Bhawan, New Delhi with request to provide Hindi translation of the above amendment directly to IT cell for placing on Internet site of DoT.

  
**(R. S. Rajput)**  
**AD (Sat-V)**

C/C

**Government of India  
Ministry of Communications & I.T.  
Department of Telecommunications  
Sanchar Bhawan, 20 - Ashoka Road,  
New Delhi - 110001  
(AS-II Cell)**

**No. 842-725/2005-VAS/Vol.III**

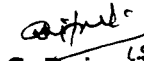
**Dated : 15.12.2009**

**To**

**All Captive VSAT licensees,  
All VSAT licensees issued licence under NTP 99,  
All Commercial VSAT licensees migrated to NTP 99,  
All INSAT MSS-R licensees.**

**Sub : Amendment to Licence Agreement for security related concerns for expansion of Telecom Services in various zones of the country.**

With reference to the amendments issued vide Department of Telecommunications No. 842-725/2005-VAS/Vol.III dated : 03.12.2009 on the above subject, this is to clarify to all licensees that amendments mandating the licensee to apply to the Licensor for security clearance, before placement of the final purchase order for procurement / upgradation of equipment / software for provisioning of telecommunications services under the licence shall also include any such activity by the franchisee, agents or persons of that licensee.

*o/c*   
**(R. S. Rajput)**  
**AD (Sat-V)**  
**T. No. 23710248**

**Copy to :**

- 1. Secretary, TRAI, New Delhi.**
- 2. Wireless Advisor, WPC Wing, New Delhi.**
- 3. Sr. DDG (WPF), DoT, New Delhi.**
- 4. DDG (Security)/ DDG (AS-II)/ DDG (AS-I) / DDG (LF) / DDG (CS), DoT, New Delhi.**
- 5. DDG (C&A), DoT, New Delhi for publishing on the DoT website.**
- 6. Respective licence agreement files.**

**Government of India**  
**Ministry of Communications & I.T.**  
**Department of Telecommunications**  
**Sanchar Bhawan, 20 - Ashoka Road,**  
**New Delhi - 110001**  
**(DS Cell)**

**No. 10-15/2009-AS-III/139**

**Dated : 25.02.2010**

**To**

**All Commercial CUG VSAT Licensees (issued licence under NTP 99),  
All Commercial CUG VSAT Licensees (migrated to NTP 99),  
All Captive CUG VSAT Licensees,  
INSAT MSS-R Licensees.**

**Sub : Security Clearance before placement of purchase order for procuring equipments / software.**

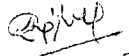
This has reference to the amendment to the Commercial CUG VSAT Licences (issued under NTP 99) / Captive CUG VSAT Licences / INSAT MSS-R Licences vide letter no. 842-725/2005-VAS/Vol.III dated : 03.12.2009 and Commercial CUG VSAT licence (migrated to NTP 99) vide letter no. 842-725/2005-VAS/Vol.III dated : 15.12.2009 for obtaining security clearance from the Government before procurement of equipment.

2. In this regard, the undersigned is directed to state that henceforth, all passive infrastructure equipment including diesel generators sets, test and measurement equipment, connecting cables, passive antennas, connectors, spanners, wrench, pliers, drill machines, tower material, float rectifier, power plant and its accessories etc, are exempted from security clearance procedure. Further, all the equipment / software manufactured / developed by Indian owned / controlled manufacturers are also exempted from the security clearance.

3. Henceforth, all the Service Providers are further directed to furnish complete information as per revised performa enclosed at Annexure – I while applying for security clearance for procurement of equipment. Time period of 30 working days would begin from the date on which the application complete in all respects is received in DoT. Applications for security clearance with incomplete information would be treated as invalid and any delay on the account of incomplete information would not be counted in the 30 working days mentioned in the above referred amendment.

4. The information in the revised performa should be furnished in quadruplicate by all service providers for security clearance for the procurement of equipment / software to expand network or roll out their services in the licensed service area.

5. Application for security clearance should be accompanied by an affidavit / undertaking confirming the full authenticity of the furnished information and the applicant company would be liable for penalty for violating the licence condition(s).

  
S.S.2.2510.

**(R. S. Rajput)**

**AD (Sat-V)**

**T. No. 23710248**

**Encl. : As above**

**Copy to :**

- 1. Shri R. N. Behura, Jt. Director (IB), 35, S. P. Marg, New Delhi.**
- 2. Shri D Diptivilasa, Jt. Secretary (IS-I), MHA, North Block, New Delhi.**

PERFORMA FOR SECURITY CLEARANCE OF EQUIPMENT/ SOFTWARE

- 1 Name of Licensee Company:
- 2 Service Area(s) where equipment/software to be Installed/used.
  - (i)
  - (ii)
  - (iii)
- 3 Name & brief details of the equipment /software (including Model, Type , version etc.) to be procured.
  - (i)
  - (ii)
  - (iii)
- 4 Level of the criticality of each equipment /software under procurement for use in the Network
  - (i)
  - (ii)
  - (iii)
- 5 Name and Address of Original Equipment Manufacturer (OEM) (Including Technology Developer)
  - (i)
  - (ii)
  - (iii)
- 6 Place of Manufacturing /Developing of equipment/ software.
  - (i)
  - (ii)
  - (iii)



**7 Name and address of all the companies involved in Supply Chain including Manufacturer/supplier/ vendors/ franchisee**

(i)

(ii)

(iii)

**8 Details of the Board of Directors and their share holding pattern of the Company of Manufacturer/supplier/ Vendor/ Franchisee (details as per performa Appended to Annexure-I)**

(i)

(ii)

(iii)

**9 Port of Origin of each Equipment/ Software under procurement for use in the Network**

(i)

(ii)

(iii)

Appendix to Annexure-I

Performa for furnishing details of all the Company of Manufacturer/supplier/Vendor/Franchisee involved in supply chains. (Please use separate sheet for each Company of Manufacturer/supplier/Vendor/Franchisee).

1. Name of the Company: -----
2. Whether Manufacturer/supplier/  
Vendor/Franchisee: -----
3. Details of current Shareholders of the company reported on as per Table given below:

Sl.	Name of Shareholder(s)	Indian/ Foreign	Equity held in the company (Percent)
1.			
2.			
3.			
...			

4. Details of following executives of the Company reported on as per Table given below:

Sl. No.	Designation	Name	Nationality
1.	Board of Director (s)	1. 2. 3. ...	
2.	Chairman		
3.	Managing Director		
4.	Chief Executive Officer (CEO)		
5.	Chief Financial Officer (CFO)		
6.	Chief Security Officer (CSO)		
7.	Chief Officer Incharge of Technical Network Operation /CTO		

RESTRICTED

**Government of India**  
**Department of Telecommunications**  
**(Access Services Wing)**

*Sanchar Bhavan, 20, Ashoka Road, New Delhi-110001*

No. 10-15/2009-AS-III/193.

Dated: 18<sup>th</sup> March 2010

To,

All Access Service Providers (CMTS/UASL/Basic Services),  
All ILD, NLD, ISP, PMRTS, VSAT & MNP Licensees

**Sub: Security Clearance before placement of purchase order for procuring telecom equipments / software.**

In continuation of DoT's letter no. 10-15/2009-AS-III/139 dated 25.02.2010 regarding subject mentioned above, the undersigned is directed to intimate the following guidelines for compliance with immediate effect:

- (i) The Service Providers should apply for security clearance for procurement of equipment/software in the prescribed proforma issued vide letter no. 10-15/2009-AS-III/139 dated 25.02.2010 (four copies to be submitted). The soft copy of the same should also be sent on e-mail to DoT (e-mail ID shall be communicated shortly).
- (ii) The following items are exempted from security clearance:
  - a) Passive equipment.
  - b) Equipment/software manufactured/developed in India by Indian owned /controlled manufacturers.
- (iii) Security clearance is required for the core equipments per-se and not its components.
- (iv) DoT shall grant security clearance for the procurement of the equipment expeditiously within 30 working days in accordance with the amendment of the License Agreement issued to this effect.
- (v) The validity of security clearance of particular brand and specification of an item for one operator/Licensee shall be a benchmark clearance for the industry for that particular item for two years from the date of original security clearance. Re-ordering of larger quantity of same equipments could also be done by Service Providers within a period of 2 years under intimation to DoT.
- (vi) The operation and maintenance of Telecom networks should be entirely by Indian Engineers; and dependence on Foreign Engineers should be minimal or almost nil

within a period of 2 years from the date of purchase after security clearance. DoT will amend License conditions as required.

- (vii) The hardware / software urgently required for maintenance purposes may not require prior security clearance. Only intimation to DoT would be sufficient which can be vetted from security angle in due course.
- (viii) The Service Providers shall mandatorily include a clause in their purchase order to foreign manufacturer(s) for Transfer of Technology (ToT) of all critical equipments/ software to Indian manufacturer(s) within a period of three years from the date of purchase order. This condition would be strictly enforced as this is one of the effective measures to reduce vulnerability in the long term. In case of Non-compliance, of the Transfer of Technology clause, the vendor/service provider shall be penalized. Criminal proceedings would also be started in this case. DoT would amend the Licence Condition(s) as required.
- (ix) Some of the service providers are making arrangements for pure services or managed network services from vendors. These vendors are not providing/selling any equipment/software to the service providers but merely providing services. Such procurement of managed services would not require security clearance. However, all laid down security clearance procedures shall be applicable to the equipment procured by the vendors in such cases which shall be obtained by the concerned Service Provider.

बलविन्दर सिंह

18.3.2010.

(Balvinder Singh)

Director (AS-III)

☎ : 23711909/23036387

Fax : 23322507

Copy to:

1. DDG(Security)/DDG(DS)/DDG(CS)/Dir (AS-IV)/Dir(AS-II), DoT, New Delhi-01
2. DDG(C&A) for hosting on DoT web site (Hindi version will follow).
3. COAI/AUSPI.