

REFERENCE INTERCONNECT OFFER  
FOR  
CABLE LANDING STATION ACCESS

THIS CABLE LANDING STATION ACCESS AND ACCESS FACILITATION AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

**BY AND BETWEEN**

Reliance Communications Limited (RCOM) a company incorporated under the Companies Act, 1956 having its registered office at 'H' Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710 hereinafter referred to as Owner of Cable Landing Station or OLCS which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns of the one part;

**AND**

(Name of ITE) a company incorporated under the Companies Act, 1956 and having its offices at ..... hereinafter referred to as Indian International Telecommunication Entity or ITE which expression shall unless repugnant to the context or include, unless contrary to the context, its successor in business and/or its permitted assignees, of the other Part, (OCLS and ITE are hereinafter individually referred to as the “Party” and collectively as the “Parties”)

**WHEREAS**

1. OCLS owns, operates and manages Cable Landing Station (CLS) at (place of CLS) in respect of (name of submarine cable system) submarine cable system.
2. The ITEs engaged in providing International Telecommunication Services under their licenses need access to the CLS for using the capacity acquired on Submarine Cable System either on annual lease basis or Indefeasible Right of Use (IRU) / Right of Use (ROU).
3. ITE has valid International Long Distance Operator License or Internet Service Provider (ISP) holding valid international gateway license or permission.
4. ITE has acquired capacity on (name of submarine cable system) submarine cable system and has approached OCLS for accessing the capacity so acquired (Reference Capacity).
5. All words and expressions used in this agreement but not defined, and defined in the TRAI Act and the rules and other regulations made there under, shall have the

meanings respectively assigned to them in the TRAI Act or the rules or other regulations, as the case may be.

6. Now therefore in consideration of mutual covenants contained, the parties hereby agree as follows:

**7. Application by the ITE for Access Facilitation to the OCLS**

7.1. For seeking access to Reference Capacity the ITE shall submit to OCLS duly filled application in the Form specified in Part – I of Schedule along with registration fee of Rs 100,000/- (Rupees One Lakh only) to be adjusted subsequently against the Access Facilitation Charges payable by the ITE enclosing therewith the following:

7.1.1. a copy of ITE's ILDO Licence or ISP License Agreement, as the case may be;

7.1.2. a certificate by ITE confirming that it has been granted permission or approval by DOT for operation of international gateway or any other authority required, if any under the law;

7.1.3. a confirmation severally or jointly, from the owner of submarine cable or member of consortium owning Submarine Cable System or capacity owner in the concerned cable system stating that the ITE has entered into agreement or Memorandum of Understanding with it or them for sale or lease of Reference Capacity;

7.1.4. a certificate by the ITE confirming that it shall utilise the reference capacity in accordance with the terms and conditions of its licence

7.2. The confirmation referred to in 7.1.3 above shall, among other things, specify,

7.2.1. the number of units to be acquired or agreed to be acquired, as Indefeasible Right of Use or on annual lease basis, by the ITE;

7.2.2. the period of lease of the Reference Capacity to be acquired or agreed to be acquired as Indefeasible Right of Use or on annual lease;

7.2.3. technical information relating to—

7.2.3.1. slot allocation of Reference Capacity in relevant submarine cable system acquired or agreed to be acquired by the ITE;

7.2.3.2. bearer designation of the capacity acquired or agreed to be acquired;

7.2.3.3. the tentative date or likely date of testing of Reference Capacity by the ITE.

**8. Access Provisioning and Facilitation Procedures**

8.1. Demand for Access to Reference Capacity

Within a period of 10 days of receipt of the application for Access Facilitation and the requisite information and documents from the ITE, OCLS shall, either confirm its ability to meet the requested test schedule or in the event, it is not practicable for OCLS to comply with the test schedule proposed due to any valid reason, communicate an alternative test schedule along with such valid reasons which shall be within 10 days of receipt of application.

- 8.2. After receipt of confirmation from OCLS for Access Facilitation ITE shall, within 5 days of such confirmation enter into Access Facilitation Agreement with OCLS.
- 8.3. In case the OCLS and ITE fail to enter into an agreement under 8.2 above, in that case, both of them, may, jointly, without prejudice to the provisions of section 14A of the TRAI Act, at any time, request the Authority to facilitate in the process for entering into the agreement referred to in 8.2 above.
- 8.4. Provisions of 8.3 above shall not be construed to take away any legal right conferred upon the ITE and the OCLS under any law for the time being in force and either of them may, at any time during the facilitation process can exercise such right conferred upon them under any law for the time being in force.
- 8.5. Nothing contained in 8.3 shall apply to any matter or issue for which:
  - 8.5.1. any proceedings, before any court or tribunal, or under the Act or any other law for the time being in force, are pending; or
  - 8.5.2. a decree, award or an order has already been passed by any competent court or tribunal or authority, as the case may be.

## **9. Provision of Backhaul by ITE**

- 9.1. ITE shall arrange, within ten days after entering into an agreement under 8.2 for backhaul circuit from
  - 9.1.1. the OCLS; or
  - 9.1.2. a service provider who has been granted licence to provide basic service or cellular mobile telephone service or national long distance service, or international long distance service who has collocated its equipment at cable landing station, so as to make ready the backhaul circuit between cable landing station and the premises of the ITE
- 9.2. The OCLS and the ITE shall conduct necessary tests as per mutually agreed testing procedure so that that the backhaul circuit remains in a state of readiness for interconnection before the tests for Reference Capacity provisioning are carried out.
- 9.3. The OCLS shall facilitate the interconnection between the ITE and the service providers referred to in clauses 9.1.1 or 9.1.2 at the cable landing station for provisioning of backhaul circuit.

## **10. Testing of Reference Capacity of ITE**

- 10.1. The OCLS shall, upon successful testing of the backhaul circuit to the cable landing station, complete all necessary steps for Access Facilitation to the Reference Capacity and such steps shall, inter alia, include-- (a) testing of links; (b) interconnecting the Reference Capacity to the backhaul circuit or equipment of the service providers co-located at the cable landing station or at a Virtual Co-location.

10.2. The OCLS and the ITE shall conduct necessary tests, as per the testing procedure for the provisioning of Reference Capacity from cable landing station in India to distant end or the other country's submarine cable station, within ten days or as may be mutually agreed.

10.3. The OCLS shall:

10.3.1. send an intimation completing the test as per 10.2 to the ITE for taking control of the Reference Capacity;

10.3.2. deliver, upon receipt of all necessary payments from the ITE, the Reference Capacity immediately but not later than two days after receipt of such payment and declare the Reference Capacity as commissioned.

**11. Access Facilitation Charges and payment terms.**

11.1. For the purposes of accessing the Reference Capacity at the cable landing station the TRAI approved Access Facilitation charges as specified in Part II of the Schedule shall be payable by the ITE to the OCLS;

11.2. The Access Facilitation arrangement shall, subject to the payment of the operation and maintenance charges by the ITE to the OCLS, continue to be in force during the period of the Indefeasible Right of Use or on an annual lease basis, as the case may be.

11.3. The OCLS shall allow the ITE to groom the Reference Capacity at its cable landing station through collocation of its equipment. The charges payable for such Grooming Services by the ITE shall be mutually agreed.

**12. Access Facilitation for Upgrade of Reference Capacity by the ITE**

12.1. The OCLS shall facilitate access to upgrade of Reference Capacity upon request of the ITE and payment of necessary charges. The terms of such access facilitation including the timing shall be mutually agreed

**13. Cancellation charges**

13.1. In case the ITE fails to acquire number of units Reference Capacity specified in this agreement either due to withdrawing of authorization or rescinding of agreement referred to in 7 above or any other reasons, cancellation charge for the Reference Capacity units not so acquired shall be payable by such the ITE to the OCLS as specified in Part-II of the Schedule.

**14. Termination or discontinuance of Access Facilitation by the OCLS**

14.1. The Access Facilitation shall be terminated by the OCLS:

14.1.1. if the ITE ceases to hold valid licence either by way of termination or suspension;

14.1.2. in case the arrangement to acquire Reference Capacity on the IRU or on an annual lease basis, as the case may be, by the ITE from submarine cable

system owner or a member of the submarine cable system consortium or from concerned cable consortium, is terminated.

14.1.3. In case the annual operation and maintenance charges due and payable by the ITE remains unpaid for more than fifteen days from the date such charges became payable, the OCLS may discontinue the Access Facilitation provided to the ITE after giving a notice, in writing, of not less than fifteen days, of such discontinuance and Access Facilitation shall be restored immediately after due payment of such charges by the ITE.

## **15. Restoration of Access Facilities**

15.1. If the event(s) causing the termination (license suspension / termination or termination of capacity sale agreement by the seller(s) or non payment of charges) have been remedied, the access facilitation arrangement may be restored by OCLS upon payment by the ITE of all costs incurred by the OCLS for such reconnection or restoration of the Access Facilities, as the case may be, and such reconnection or restoration charges shall be such as may be mutually agreed upon between the Parties or failing which in accordance with the amount specified in Part - II of the Schedule.

## **16. Application by the ITE for provisioning of Co-location space**

16.1. The ITE seeking to access the Reference Capacity under this Agreement shall make, simultaneously, another application to the OCLS in the Form specified in Part -IV of the Schedule for Co-location space at a cable landing station, if such Co-location space is required by it for accessing the Reference Capacity, enclosing therewith the following:

16.1.1. equipment layout plan at the Co-location site at which Co-location space is requested for;

16.1.2. purpose of accessing submarine cable capacity;

16.1.3. details of Co-location equipment proposed to be installed;

16.1.4. the details of space and power requirements;

16.1.5. the floor loading of the Co-location equipment;

16.1.6. the specification of the Transmission Tie-Cable required;

16.1.7. the type of optical fibre cable to be used;

16.1.8. the address, phone number, fax and e-mail of the ITE at which communications may be sent by the OCLS;

16.1.9. any other requirement for Co-location of equipment.

16.2. The OCLS shall, within ten days after receipt of the application acknowledge the receipt and communicate the acceptance or rejection thereof to the requesting ITE.

16.3. In case it is not feasible, due to any valid reasons, for the OCLS to provide co-location at the cable landing station, the OCLS shall, within a period of ten

days, of receipt of the application intimate in writing such non-feasibility along with valid reasons therefor, to the ITE.

16.4. The OCLS shall reject the application made by the ITE if the ITE is not an eligible ITE.

16.5. the ITE shall be, within five days from the date of receipt of acceptance from OCLS, permitted to install its Co-location equipment subject to the terms of this agreement.

**17. Co-location charges and payment terms.**

17.1. The ITE shall make payment of the Co-location charges to OCLS within five days receipt of acceptance from the OCLS.

17.2. The Co-location charges payable by the ITE shall be as specified in the Schedules to this agreement.

17.3. The OCLS shall upon receipt of application and receipt of all charges and fulfillment of other requirements as specified in this agreement, provide the Co-location facility at the cable landing station to the ITE.

**18. Allocation of alternative Co-location space.**

18.1. In case the OCLS is unable to offer, due to space limitations or any other valid reason, the physical Co-location at the cable landing station to the ITE, the OCLS shall make reasonable efforts to give an options of virtual Co-location to enable the ITE to have Access Facilitation. However if the ITE fails to arrange a Virtual Co-location site, then the OCLS shall endeavour to provide an alternate site other than the Virtual Co-location.

18.2. The charges relating to alternate site for Co-location and interconnecting link to the cable landing station shall be borne by the ITE.

18.3. Subject to feasibility of Virtual Collocation at the cable landing station in case the ITE is able to avail the facility of Virtual Co-location offered by the OCLS, in that case the OCLS shall make available required elements including duct within the building for the purpose of running an interconnection cable within the cable landing station for which the charges shall be payable and borne by the ITE.

18.4. The ITE shall be responsible for arranging the telecommunication link from Virtual Co-location Site to cable landing station at its own cost.

**19. Additional Co-location space and Co-location equipment**

19.1. If the ITE intends to replace, modify or re arrange any of its Co-location equipments in the Co-location space or install additional Co-location equipment in the Co-location space, it shall submit a request in writing to the OCLS for such modification, rearrangement or additional Co-location equipment or replacement, as the case may be and OCLS shall intimate, within ten days of receipt of such request, its decision for such replacement, modification or re-arrangement.

- 19.2. (2) The ITE shall, upon receipt of acceptance from the OCLS for such request made under sub-regulation (1), modify, rearrange or replace, as the case may be, any of its Co-location equipments in the Co-location space or install additional Co-location equipment in the Co-location space after making payment of all charges and fulfillment of other requirements under this agreement.

**20. Installation of Co-location Equipment by the ITE**

- 20.1. The ITE after complying with terms of this agreement shall be entitled to install its Co-location equipment in the Co-location space as may be mutually agreed upon between it and the OCLS, in accordance with the Co-location equipment installation and maintenance procedures specified in Part -V of the Schedule.

**21. Authorization for physical access for Co-location space at cable landing station.**

- 21.1. The ITE shall communicate, the names of its personnel in the Form specified in the Part-VII of Schedule to the OCLS who shall allow them access to the Co-location space and issue the authorization for physical access in the Form specified in the Part-VI of the Schedule.

- 21.2. The access to Co-location site by authorized personnel of the ITE shall be in compliance with rules of such access

**22. Prohibition to sub-lease the Co-location space.**

- 22.1. The ITE shall not be entitled to assign the lease in respect of or sub-let the Co-location space at the cable landing station and Co-location site.

**23. Use of Collocation Space by the ITE**

- 23.1. The Co-location space shall be used by the ITE only for the purpose of accessing submarine cable capacity connected at the cable landing station.

- 23.2. The equipment of the ITE installed at the Co-location space may be used for:

23.2.1. interconnections with the other eligible Indian International Telecommunication Entities and backhaul circuit providers for provisioning of backhaul circuit;

23.2.2. extending the Reference Capacity to the Point of Presence or premises of other ITE.

**24. Termination of lease of Co-location space**

- 24.1. The OCLS may, in the event of closure of Co-location site or the expiry of the lease of Reference Capacity, terminate the lease of Co-location space, after giving to the ITE a notice, in writing, of not less than six months from such closure or before the expiry of the lease of Reference Capacity, as the case may

- be, and such termination of the lease of co-location space shall take effect from the date specified in the notice.
- 24.2. The OCLS may terminate the lease of Co-location space, if:
- 24.2.1. the ITE ceases to hold valid licence or the licensor directs, in the interest of the sovereignty and integrity of India, the security of the State, friendly relations with foreign States, public order, decency or morality or for any other reason, the termination of such lease
  - 24.2.2. the ITE uses or allows to be used the Co-location space in contravention of the regulations or directions issued under the TRAI Act or any other law for the time being in force or in contravention of the terms of the licence;
  - 24.2.3. the ITE removes or abandons its Co-location equipments or keeps such space idle for a period of more than ninety days;
  - 24.2.4. the Co-location space has become unsafe or unsuitable for the purpose of accessing facilities;
  - 24.2.5. Provided that the OCLS shall not terminate the lease of Co-location space under 24.2.2 to 24.2.4 unless a notice of not less than ten days had been given to the ITE.
- 24.3. Upon termination of the lease of Co-location space on request by the ITE, prior to the expiry of the lease term, the following charges shall be payable by the ITE, namely:-
- 24.3.1. Co-location charges payable for a period not exceeding six months
  - 24.3.2. outstanding pro-rata site preparation work charges.
- 24.4. Subject to the provisions of 24.3, the OCLS may, at any time, by giving notice of not less than ten days to the ITE, terminate the lease of Co-location space if the ITE fails to complete the installation of its Co-location equipment within ninety days
- 24.5. If the ITE fails to complete installation of its Co-location equipment due to circumstances beyond its reasonable control, it shall intimate such circumstances to the OCLS who shall grant an extension of reasonable time for installation of its Co-location equipment to the ITE.
- 24.6. If the ITE, upon termination of the lease under 24.1, fails to discontinue the use of its Co-location equipment and remove its Co-location equipment under that sub-regulation, the OCLS may remove the Co-location equipment and restore the Co-location site to its original condition.
- 24.7. Upon expiry or termination of the lease of Co-location space of the ITE, it shall pay to the OCLS all reasonable costs, connected with the work undertaken for restoration under 24.6 after removal of co-location equipment (including the disposal of the Co- location equipment).
- 24.8. Upon expiry or termination of the lease of Co-location space of the ITE, any physical access granted to the Co-location site shall stand withdrawn.
- 24.9. In case the ITE requires restoration of co-location facilities already terminated, it may make a request to the OCLS which shall undertake reasonable endeavors and make all efforts to get the co-location facilities restored to the ITE, at the earliest.

- 24.10. Nothing contained in this agreement shall be construed as binding the OCLS for any service guarantee agreement or any representation by OCLS on the performance of the specified international submarine cable system.
- 24.11. Without prejudice to the rights of the OCLS specified in 24.2, the ITE may negotiate with the owner of submarine cable system or Member of the Consortium of submarine cable system, as the case may be, for any restoration arrangement including alternate transmission medium, if necessary.
- 25. No obligation on OCLS to place Co-location equipment of the ITE adjacent to each other.**
- 25.1. The OCLS shall endeavor to accommodate any reasonable request of the ITE for placement of its Co-location equipment adjacent to each other but such request shall not confer any right upon the ITE for adjacent placement of its Co-location equipment and the Co-location space allocated and the actual placement of the Co-location equipment as determined by the OCLS shall be final.
- 26. Period of Co-location agreement**
- 26.1. The agreement between the parties regarding each Co-location space to be leased under the Co-location frame work shall commence on the date the ITE confirms its acceptance of the charges for the Co-location site and makes payment therefor and remain in force for a minimum period of three years after such commencement or for such period as may be mutually agreed upon between the parties. However if the ITE terminates the agreement for continuation of Reference Capacity then Co-location granted to the ITE shall also get terminated from that date.
- 26.2. The period of Co-location facility referred above shall be renewed by the OLCS if the ITE has not defaulted in payment of co-location charges or has not committed any breach of the terms and conditions of the collocation agreement.
- 27. Reporting Requirements.**
- 27.1. As required under TRAI Regulations this Access Facilitation and collocation agreement entered or every other agreements entered into between the OCLS and the ITE shall be submitted to the Authority for registration within 15 days from the date of entering into such agreements.
- 28. Limitation on liability of OCLS and ITE**
- 28.1. In case of any interruption in working of the Reference Capacity in Submarine Cable System due to failure of the Submarine Cable System or the terminal equipment at CLS or equipment / apparatus facilitating access arrangement, OCLS shall not be responsible to the ITE for the direct, indirect, consequential, remote or other damages, except due to the willful action of OCLS. OCLS shall however, undertake reasonable endeavours to get the access restored to service in the earliest time frame. ITE shall be free to directly

negotiate with Submarine Cable Owner or Consortium Member, as the case may be, for any restoration arrangement in any manner including restoration in alternate transmission medium, if necessary.

**29. Indemnity**

29.1. ITE will indemnify and hold OCLS and its officers, directors and employees harmless from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable attorney's fees arising out of any claim by a third party relating to or arising out of any infringement of third party intellectual property rights, any misrepresentation or breach of representation or breach of these terms and conditions, as well as because of gross negligence or willful misconduct of the ITE or its personnel or agents.

29.2. ITE shall also indemnify and hold OCLS and its officers, directors and employees harmless from and against any and all liabilities, damages, awards, settlements, losses, fines, penalties, claims and expenses, including reasonable attorney's fees arising out of any unauthorized use by the ITE or its customers of the Reference Capacity.

**30. Term of the Agreement**

30.1. This Agreement shall be valid for the period of Reference Capacity.

**31. Confidentiality**

31.1. Any information obtained by a Party under this Agreement and specified as confidential by the disclosing Party shall be subject to obligations of Confidentiality subject to standard exceptions of such information being (a) publicly available; (b) available with Receiving Party prior to obligation of confidentiality; (c) obtained from a third party source not under any confidentiality obligations; (d) developed by Receiving Party independently (e) mandated to be disclosed pursuant to any judicial order, regulatory direction or such other requirement.

**32. Entire Agreement & Severability**

32.1. This Agreement along with its Schedules and Application constitutes the entire Agreement / understanding between the Parties hereto and supersedes any or all previous agreements, representations, negotiations, and any other understandings either written or oral relating to the subject matter of this Agreement.

**33. Notice**

33.1. Any notice, request or communication to be given or made to any Party hereunder shall be in writing and may be delivered by hand, airmail, facsimile, established courier service, e-mail (email to be confirmed by postage or courier) to the Party's address specified first above or at such other address as such Party notified to the other party from time to time.

Contact person for **OCLS**

Mr.....

Contact person for **ITE**

Mr.....

**34. Force Majeure**

34.1. In case of Force Majeure events the non performing Party will be executed from any further performances of its obligations so long as such circumstances subsists and will immediately notify the other by telephone (to be confirmed in writing within five days of inception of such delay) and/or fax. Continuation of the Agreement shall be reviewed together if the Force Majeure extends beyond 90 days.

**35. General**

35.1. This Agreement may only be deemed or modified by a written document signed by both parties' authorized signatories.

35.2. The Clause heading/titles in this Agreement are provided for reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

**36. Governing Law**

36.1. This Agreement shall be interpreted, construed and governed by Indian Laws. The Parties undertake to perform their respective obligations under this Agreement in accordance with Indian Laws.

**37. Dispute Resolution**

37.1. As per provisions of Telecom Regulatory Authority of India Act, 1997, any dispute between OCLS and the ITE shall be settled in the Telecom Disputes Settlement and Appellate Tribunal, if such dispute arises out of or connected with the provisions of this Agreement. In the event of any amendment or modification or replacement of TRAI Act, 1997 such modified provisions shall apply for adjudication of the said dispute.

**IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed through their respective authorized representatives on the**

<p><b>FOR Reliance Communications Limited</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Designation _____</p>	<p><b>(NAME OF ITE)</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Designation _____</p>
---	---



**SCHEDULE**

**FORM OF CABLE LANDING STATION-REFERENCE  
INTERCONNECT OFFER (CLS-RIO)**

(See regulation 3 of International Telecommunication Access to Essential Facilities at Cable Landing Stations Regulations, 2007)

**PART-I**

**Form of application for request to Access Facilitation at Cable Landing Station for International Submarine Cable Capacity**

**(See regulation 4)**

M/s .....(Name of eligible Indian International Telecommunication Entity) hereby request for Access Facilitation to below mentioned Reference Capacity, which is subject to the Terms and Conditions published in “Cable Landing Station-Reference Interconnect Offer (CLS-RIO) made under the provisions of the International Telecommunication Access to Essential Facilities at Cable Landing Stations Regulations, 2007 for Access Facilitation to essential facilities including landing facilities for submarine cables at cable landing stations for International submarine cable capacity at cable landing station.

M/s .....furnish the necessary details as follows:-

1. Name of the company and its Address
2. Billing address
3. Contact person 3.1 Name: 3.2 Phone No: 3.3 Email: 3.4 Fax:
4. Particulars of eligible Indian International Telecommunication Entity, being Access Seeker:
4.1 International Long Distance Operator

4.2 Internet Service Provider
4.3 Licence number:
4.4 Date of issue of Licence  (Please attach an attested copy of licence and valid International gateway permission as applicable)
5. Technical details of Reference Capacity (Please provide or enclose the relevant information and details, as the case may be)
5.1 Reference Capacity details: Speed (STM-1/STM-4/STM-16/ STM-64 etc.)
5.2 Number of capacity units
5.3 Indefeasible Right of Use or Lease
5.4 Period (in case of Lease)
6. Technical details of Reference Capacity of submarine cable:
6.1 Cable Station Backhaul Port details (capacity and type-STM-1e/ STM-1o/STM-4/ STM-16/STM64 etc.)
6.2 Assignment provided by submarine cable system capacity owner to be attached if available (slot or Fiber Pair allocation in submarine cable, Bearer Designation, Cable System Owner Internal ID etc.)
6.3 Proposed/tentative date of testing of backhaul circuit
6.4 Proposed test schedule and copy of work-order/document issued by owner of cable system along with any other related technical information to facilitate planning of Reference Capacity testing.

<p>6.5 End to end testing (between the station of eligible Indian International Telecommunication Entity and distant end submarine cable station) schedule and provisioning of access of the Reference Capacity at cable landing station.</p>
<p>7. Details of Reference Capacity owner(s)/submarine cable capacity owner(s) (See clause (c) under sub-regulation (1) of regulation 4)</p>
<p>7.1 Name of the company and address</p>
<p>7.2 Contact person</p> <p>7.2.1 Name:</p> <p>7.2.2 Phone:</p> <p>7.2.3 Email:</p> <p>7.2.4 Fax:</p>
<p>8. Details of backhaul circuit provider(s) (Domestic Link including local loop)</p>
<p>8.1 Name of the company and address</p>
<p>8.2 Contact person</p> <p>8.2.1 Name:</p> <p>8.2.2 Phone:</p> <p>8.2.3 Email:</p> <p>8.2.4 Fax:</p>
<p>9. Registration fee payment details</p> <p>9.1 Cheque/Banker's Cheque/Demand Draft No. _____ dated _____ for Rs . _____ Drawn on (bank/branch) _____</p>
<p>10. Name of authorized signatory of this form (Please attach authorization)</p>
<p>11. Any other details required to be given but not specified at serial numbers 1 to 10 of this Form.</p>

AUTHORIZED SIGNATORY

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Official Seal:

PART – II

Access Facilitation Charges and Annual Maintenance Charges for eligible Indian International Telecommunication Entity, being access seeker			
1. Access Facilitation Charges (including O&M) at <u>Alternate Site (DAKC)</u> per unit capacity			
S.No	Per Unit Capacity	Annual Lease Charges	IRU
			Rs Lakhs
(i)	STM-1	5.65	14.12 ( Annual O&M- 4% )
(ii)	STM-4	16.94	42.35 (Annual O&M-4% )
(iii)	STM-16	33.88	84.70 (Annual O&M-4% )
(iv)	STM-64	67.76	169.39 (Annual O&M-4% )
2. <u>Virtual Co-location site</u>			
Sl.No.	Per unit capacity	Annual Charges ( Rs Lakhs)	IRU
(i)	STM-1	2.53	6.32 ( Annual O&M- 4% )
(ii)	STM-4	2.74	6.85 ( Annual O&M- 4% )
(iii)	STM-16	3.29	8.23 ( Annual O&M- 4% )
(iv)	STM-64	5.09	12.74 ( Annual O&M- 4% )
3. Co-location charges at Alternate Site (DAKC): Rs 4.00 Lakhs per annum per rack			
4. Cancellation charges for eligible Indian International Telecommunication Entity, being access seeker (See Regulation 12)			
Sl.No.	Per Unit Capacity	Service must be subscribed for a minimum period of one year. Termination of any service prior to the completion of one year, charges for one year shall be born by the Eligible Indian International Telecommunication entity.	
(i)	STM-1		
(ii)	STM-4		
(iii)	STM-16		
(iv)	STM-64		

PART - III

TIME PERIOD FOR PROVISION OF ACCESS FACILITATION SERVICES  
AND CO-LOCATION SERVICES BY OWNER OF CABLE LANDING  
STATION

(See regulation 4, 5, 6, 7, 8, 9, 15 and 16)

Activity (1)	Days (Time limit)
<b>A. TIME PERIOD FOR PROVISION OF ACCESS FACILITATION SERVICES</b>	
1. Eligible Indian International Telecommunication Entity, being access seeker submits request to owner of cable landing station	Day 1
2. Owner of cable landing station checks feasibility and reverts to eligible Indian International Telecommunication Entity, being access seeker with acceptance or modified schedule for access facilitation and testing; provides proforma for invoice	Day 11 (max 10 days)
3. Date of firm demand {x is the time taken by of eligible Indian International Telecommunication Entity, being access seeker to sign the Access Facilitation agreement including the payment as per invoice}; x is the time limit max 5 days as per clause (a) and also 5 days as per clause (b) below:-	Day 11+x
(a) Time limit for Access Facilitation agreement by eligible Indian International Telecommunication Entity	5 days
(b) Time limit for payment as per invoice by eligible Indian International Telecommunication Entity	5 days
4. Eligible Indian International Telecommunication Entity, being access seeker arranges and provides backhaul {y is the time taken by eligible Indian International Telecommunication Entity to arrange and provide the backhaul circuit}; y is the time limit max 10 days as per clause (a) below:-	Day 11+x+y
(a) Time limit for eligible Indian International Telecommunication Entity to arrange for backhaul circuit from any of the service providers including cable landing stations owner having backhaul circuit capacity at the cable landing station	10 days

5. Owner of cable landing station Cable Landing Station to complete all actions with a view to facilitate access to reference capacity	Day 22+x+y (max 10 days)
6. Owner of cable landing station extend Reference Capacity to cable landing station and provide cross connection immediately but not more than 2 days after completion of step 5.	Day 22/24 +x+y (max 2 days)
7. Any other details required to be given but not specified at serial numbers 1 to 6 of the Para A of this Form	
<b>B. TIME PERIOD FOR PROVISION OF CO-LOCATION SERVICES</b>	
1. Eligible Indian International Telecommunication Entity, being access seeker submits Request to owner of cable landing station	Day 1
2. Owner of cable landing station checks feasibility and reverts to eligible Indian International Telecommunication Entity, being access seeker with acceptance or rejection with reasons and with alternative proposal	Day 11 (max 10 days)
3. Owner of cable landing station provides provision of Co-location at cable landing station (z is the time taken by of eligible Indian International Telecommunication Entity, being Access Seeker to sign the co-location agreement and payment of charges); Z is the time limit max 5 days as per clause (a) and also 5 days as per clause (b) below:-	Day 12+z
(a) Time limit for the co-location agreement by eligible Indian International Telecommunication Entity	5 days
(b) Time limit for payment of charges for Co-location by eligible Indian International Telecommunication Entity	5 days
4. Any other details required to be given but not specified at serial numbers 1 to 3 of the Para B of this Form	

**PART-IV**

**Form of Request for Co-Location Facility and Services**

(See regulation 15)

**Application for Request to Co-location Facility at Cable Landing Station  
for International Submarine Cable Capacity**

M/s .....(Name of access seeker) hereby request for Co-location facility, which is subject to the terms and conditions published in “Cable Landing Station-Reference Interconnect Offer (CLS-RIO) made under the provisions of the Telecommunication Access to Essential Facilities at Cable Landing Stations regulations, 2007.

M/s .....furnish the necessary details as follows.

1. Name of the company and its address
2. Billing address
3. Contact person 3.1 Name: 3.2 Phone No: 3.3 Email: 3.4 Fax:
4. Particulars of eligible Indian International Telecommunication Entity, being Access Seeker:
4.1 International Long Distance Operator
4.2 Internet Service Provider
4.3 Licence number:
4.4 Date of issue of Licence
5. Details of eligible Indian International Telecommunication Entity requesting for Co-location
5.1 Date of application

5.2 Application reference No.			
5.3 Approval for physical access is sought for the purpose of:			
5.4 Reference date /time of access			
5.5 Estimated duration of access			
5.6 Name of Person(s) for which physical access is required	No	Name of Person	Contact No.
	1		
	2		
	3		
	4		
5.7 The Co-location site at which Co-location space is requested:			
5.8 Purpose of accessing submarine cable capacity:			
5.9 Co-location equipment proposed to be installed:			
5.10 The space and power requirements:			
5.11 The floor loading of the Co-location equipment:			
5.12 The capacity of the Transmission Tie-Cable required:			
5.13 The type of optical fibre cable to be used:			

28

6. On Behalf of eligible Indian International Telecommunication Entity
6.1 Name:
6.2 Designation
6.3 Contact Number
6.4 Fax Number
6.5 e-mail id
6.6 Company Seal
6.7 Signature
7. Owner of Cable Landing Stations' (Name) reply to the requesting eligible Indian International Telecommunication Entity
7.1 Application returned – incomplete / illegible
7.2 Not approved
7.3 Reasons for rejection
8. Approved subject to details & conditions given in the attached letter of authorization
8.1 Alternative date & time
8.2 Alternative co-location site (if applicable)
8.3 Owner of cable landing station approval code
9. On Behalf of owner of cable landing station
9.1 Name
9.2 Designation
9.3 Contact number
9.4 e-mail id
9.5 Fax No.

9.6 Company seal
9.7 Signature