



ADDENDUM TO:

*ANNEX F OF INFORMATION MEMORANDUM (IM) PUBLISHED
ON 17TH MARCH, 2014*

**THE AWARD OF 2100 MHZ, 1800 MHZ AND
850 MHZ SPECTRUM:
THE NEXT GENERATION MOBILE SERVICES
AWARD (NGMSA)**

1ST APRIL, 2014

1. The Title page is changed as under:



PAKISTAN TELECOMMUNICATION AUTHORITY

HEADQUARTERS F-5/1 ISLAMABAD, PAKISTAN

License No.

Date.....

NEXT GENERATION MOBILE SERVICES (NGMS) LICENSE ISSUED UNDER SECTION 21 OF THE PAKISTAN TELECOMMUNICATION (RE-ORGANIZATION) ACT, 1996 FOR PAKISTAN

Pakistan Telecommunication Authority ("The Authority") hereby grants a non-exclusive License to _____ (**company name**) ("The Licensee") to establish, maintain and operate the Licensed System and to provide the Licensed Services in Pakistan **excluding** Azad Jammu & Kashmir (AJK) and Gilgit Baltistan (GB), subject to the Terms and Conditions annexed herewith which forms the integral part of the License.

On behalf of

Pakistan Telecommunication Authority

2. The following text is inserted at the top of Page 2, table of contents and Page 5, Part 1 GRANT OF LICENSE:

“Terms and Conditions of the License”

3. Clause 1.1.4.3 is changed as under:

“Such other activities or Telecommunication Services as the Authority may prohibit through regulations and in accordance with law”

4. Clause 1.1.8 is modified as under:

“

.....The Authority may intervene for supervision or permission of such service, where required in the public interest”

5. Clause 2.3.1 is changed as under:

“The Licensee shall implement MNP with all Mobile Cellular Operators as it is implemented in Pakistan. The Licensee is required to contribute to Pakistan Mobile Database (PMD) Company in accordance with MNP Regulations.”

6. Clause 2.6.1 is modified as under:

“

.....As a minimum, the infrastructure to be shared shall be: site sharing and mast sharing. Licensees may enter into commercial arrangement with each other for active sharing however, such arrangement shall not take effect till such time the GoP policy is in place and subject to the formal approval and comprehensive framework of PTA.....”

7. Clause 3.1.4 is changed as under:

“Details of all foreign directors of the Licensee’s company along with the foreign nationals deployed for installation/operation/maintenance must be communicated to the Authority and all other concerned quarters.”

8. Clause 3.5.1 is modified as under:

“

..... which may cause hazard to human life, community, or is deemed against the public interest in any way.....”

9. Clause 4.1.1.2 is changed as under:

“In case the initial spectrum fee, if it is opted to be paid 100% upfront, or first 50% payment if it is opted to be paid in installments or any of its installments becomes overdue, the Authority may serve upon the Licensee a show cause notice stating the default and seeking explanation, allowing it not less than 7 days, as to why its license shall not be suspended or revoked. On considering the Licensee’s explanation the Authority may suspend or revoke the License as deemed appropriate. The Authority and the Licensee have agreed to this term in the light of the

spirit of Section 28 of the Contract Act, 1872 and despite Section 23 of the Act read with Rule 9 of the Pakistan Telecom Rules, 2000”

10. Clause 4.1.2 is changed as under:

“The Licensee shall pay the following annual regulatory fees, contributions and charges within 120 days of the close of Financial Year of the Licensee”

11. Clause 4.2.3 is renumbered as 4.2.1

12. Clause 4.3.2 has been removed, resultantly following clauses in section 4.3 are numbered as under:

- 4.3.3 is renumbered as 4.3.2
- 4.3.4 is renumbered as 4.3.3
- 4.3.5 is renumbered as 4.3.4 and is changed as under:
“This License shall be suspended / terminated in accordance with the law or Rules or Regulations, in case the Licensee fails to make the payment of any outstanding dues i.e. annual fees, contributions, charges, late payment additional fee, penalties etc. on due dates”
- 4.3.6 is renumbered as 4.3.5
- 4.3.7 is re numbered as 4.3.6

13. Clause 5.2.1.7 is changed as under:

“The assigned spectrum shall be used for technologies standardized for NGMS for meeting the Roll out and QoS obligations given in appendices-I and III respectively.”

14. Clause 6.7.2 is changed as under:

“It shall be open to the Authority to restrict the Licensee from operating in any unauthorized area defined by the Federal Government from the national security point of view.”

15. Clause 6.7.3.1 and 6.7.3.2 have been removed, 6.7.3 is changed as under:

“The Licensee shall not transfer user information and CDRs (except pertaining to foreign subscribers on operator's network while roaming) to any person/place outside Pakistan including AJ&K and Gilgit Baltistan.”

16. Clause 6.7.4 is changed as under:

“No local/long distance traffic (mobile and fixed line) shall be hauled directly outside Pakistan.”

17. Clause 6.7.5 is changed as under:

“No remote access shall be provided to any unauthorized person/place outside Pakistan for any maintenance/repairs/databases/facility.”

18. Clause 6.7.7 is changed as under:

“Licensee shall not use any ciphering/encryption other than built in standard technologies (GSM, WCDMA, LTE) without approval of the Authority”

19. Clause 6.7.12 is changed as under:

“The Licensee shall block website(s), or web content(s) (on best effort basis) or other services as and when directed by the Authority.”

20. Clause 7.1.3 is changed as under:

“Prior to providing NGMS to its customers, the Licensee shall enter into a contract with customers in accordance with the standard form contract approved by the Authority.”

21. Clause 8.1.1 is removed, resultantly clause 8.1.2 is renumbered as 8.1.1 and changed as under:

“The Licensee shall comply with the Authority’s orders, determinations and regulations relating to the Licensee’s tariffs issued from time to time by the Authority in accordance with the law, to protect the consumers’ interest.”

22. Clause 9.1.5 is changed as under:

“The Licensee shall provide the evidence of cost for Interconnection Termination rates within 12 months of Commencement of the services. The cost information so provided should be certified by a practicing Cost and Management Accountant firm of Pakistan.”

23. In clause 13.2 “Fixed Services” is redefined as under:

“**Fixed Services**” means the provision of telecommunications services by means of a fixed connection or a system providing public fixed network connections to consumers.”

24. In Appendix-I, A3.1.4 is changed as under:

“**Fourth Phase:** The Licensee shall within five (5) years from the Effective Date of the spectrum assigned in Appendix II, provide NGMS coverage in 50% of Tehsil Headquarters.”

25. In Appendix-III - A1.5, following is changed as under:

Key Performance Indicator	Benchmark	Remarks
RAB setup success rate	> 97% for three years from the date of commencement and 98% thereafter	

26. Following is inserted at the last page of the License:

“The Terms and Conditions of the License along with all its appendices are hereby accepted.

On behalf of

(The Licensee)”