



**Vodafone Response to TRAI Consultation Paper
On Network Testing before Commercial Launch of Services
dated 1st May, 2017**

1. We would first like to submit that in our view, the background of the reference made by the DoT and the intent of the Consultation paper issued by the TRAI are at variance with each other.
2. We note from TRAI's Response to DoT's Reference dated 05.04.2017 to TRAI Recommendations dated 21.10.2016 placed on the website on 24.05.2017 that
With regard to the test subscribers, the Authority wrote to DoT through its letter dated 08 June 2016 requesting it to examine whether over 5 lakh SIMs issued by RJIL were in compliance of its licensing terms & conditions. DoT after a lapse of two months, in its reply dated 10.08.2016, sent a letter to the Authority to examine whereas this was an issue to be addressed by the Licensor. In its reply dated 17.08.2016, the Authority requested DoT that if it wants the Authority to examine this issue, it should send a reference to the Authority as per the TRAI Act, 1997. It was only after this letter of the Authority, that DoT made a reference to the Authority on 09.09.2016 (after 3 months) to examine the issue of enrolment of customers for testing purposes before commercial launch of services.
3. It is our understanding from the above that the DoT reference was made in the context of requiring the TRAI to examine whether the 5 lakh SIMs issued by RJIL were in compliance of its licensing terms and conditions and it was upon TRAI's insistence that the reference needs to be made as per the TRAI Act to examine "this issue" that a reference was made by DoT.
4. In view of the above we submit that the TRAI has misrepresented the background to the reference from DoT in the consultation paper and the entire correspondence from June 2016 leading up to the reference of 09.09.2016 ought to have been placed by TRAI as a part of the said consultation. It is our submission that the background to the reference from DoT is in fact TRAI's own letter of 08.06.2016 and the TRAI's insistence on a formal reference from DoT if it wanted TRAI to examine "*this issue*" and not that "*till date, need was not felt to specify various aspects of testing*"
5. **The TRAI whilst noting the rival claims of parties has avoided the core issue that was referred to it and instead of examining the compliance of licensing terms and conditions by RJIL as was required by DoT vide its letter dated 10.08.2016, the TRAI has in fact condoned the actions of RJIL in the consultation by citing lack of clarity and converted the consultation into future discussion on issues involved, possible solutions and framework for clarity.**
6. We are also a little surprised with TRAI's insistence on a formal reference from DoT in this regard when by its letter of 10.08.2017 DoT had asked TRAI to examine the issue;



especially when on a complaint by RJIL; TRAI initiated a full-fledged inquiry into a related issue of POI augmentation.

7. It is also surprising that our contentions that RJIL was running a commercial service in the garb of a test service was dismissed by TRAI as a commercial and inter-operator issue in its letter dated 21.10.2016 when the TRAI itself in June 2016 was sure that over 5 lakh SIMs issued by RJIL were not in compliance of licensing terms & conditions.
8. Under no circumstances could RJIL have enrolled lakhs of subscribers as test users and such enrolment was nothing but an illegal approach to acquire subscribers before the launch of service thereby skirting the licensing and regulatory requirements and gain undue advantage of subscriber acquisition before launch of service.
9. We are concerned that instead of stopping these violations, the same were allowed to continue. Further now, the present consultation appears to be disguising these violations by claiming lack of clarity in the license regarding time period for testing, limiting number of SIMs and enrolment of subscribers during the test phase.
10. In this respect we further refer TRAI's Response to DoT's Reference dated 05.04.2017 to TRAI Recommendations dated 21.10.2016 placed on the website on 24.05.2017, where in response to DoT's query **the Authority has responded that number of subscribers on the date of launch of service (i.e. 5 September 2016) by RJIL, as communicated by RJIL, was around 6.21 million.** It is surprising that despite all these facts which were in knowledge of TRAI, the subscriber numbers reported on 31.8.2016 by TRAI for RJIL were NIL.
11. Without prejudice, we submit that in the Dissent Note of Hon'ble Competition Commission of India in Case No.s 81,83 and 95 of 2016, dated **21st April 2017**, it is stated at Para 27 as follows:

"Further, one thing which is very disturbing to note is that RJIL had demanded POIs assuming immediate subscribers numbering 22 million by its letter dated 21.06.2016 written to each of the three ITOs. In para 22 above, we have noted that as per the press release issued by the TRAI on the basis of data provided by RJIL, RJIL had nil subscribers as on 31.08.2016. Therefore, what happened to the cards issued by RJIL before 31.08.2016 is not known. Although the Commission asked for the number of subscribers of RJIL as on 05.09.2016 and 06.09.2016 from RJIL, but the information was not provided. Since the majority has taken a view of ordering investigation by Director General ('DG') under Section 26(1) of the Act, DG will also look into aspect of RJIL creating a subscriber base during the test period."



12. We would thus like to categorically submit that the consultation paper wrongly contends that the license does not provide clarity on testing. The license does not deal with **the acquisition of subscribers during the test phase, because the same is not permitted considering even the fundamental provisions like the definition of subscriber and its linkage with the service.**

We would also like to point out that RJIL is not the first operator to have launched 4G services; these were launched by other operators before it, but no such test service was offered, as it was not permitted. Without prejudice, we submit that it is also not needed.

13. We respectfully submit that dealing with the issue in a prospective manner will only serve to cover up the illegal acquisitions of 6.2 million subscribers and legitimize the wrongful creation of subscriber base by RJIL during the test period by treating the whole issue as a grey area, resulting in a uneven handed approach by the TRAI, especially when such illegal acquisitions had direct bearing on various matters including those related to POI and is one of the reasons for the current financial stress in the industry.
14. To say the least, this is a clear violation of Section 11(4) of the TRAI Act, which states that the Authority shall ensure transparency while exercising its powers and discharging its functions.

ISSUE-WISE RESPONSE

Against the above relevant backdrop, we answer the issues that have been raised by TRAI. Our above submissions may be read as part and parcel of our response below:

Q1. Should a TSP be allowed to enrol subscribers as test users and in such case, should there be any restrictions on the number of test SIM cards and the period of such use? Please justify your response.

- a. We respectfully submit that **the background to this consultation as has been shared by TRAI in its reply back to DoT on its recommendations dated 21.10.2016 also evidence that TRAI was to examine whether RJIL acquiring so called test subscribers was in compliance with licensing terms and conditions. In fact acquisition of subscribers before launch of service is violating all age old principles of subscriber and service emanating from Telegraph Rules, the license agreement, tariff reporting requirements, quality of service; loss to exchequer, etc. and is such a gross violation that timely action before September 2016 should have been taken.**
- b. It is thus submitted that the first issue that needs to be examined by TRAI is whether the 5 lakh SIMs issued by RJIL - which rose to 62.5 lakh SIMs pre-launch were in compliance with licensing terms and conditions. We ask that if the issue was raised by us before the launch of



service by RJIL and was highlighted by us as a major concern then what is the reason that no action was taken?

- c. We submit that enrolment of test subscribers, i.e. consumers before launch of service for test purpose, is not permitted under license. The license defines a subscriber as any person or legal entity, which **subscribes to / avails of the service** from the Licensee. The service is defined as the service authorized under license. There is no other category of subscriber that is permitted or even contemplated under license. A subscriber is a consumer of telecommunication service and such service can only be given post launch of service.
- d. If such test subscribers or test service was permitted or even contemplated, there would be some reference to the same in the licensing and regulatory conditions laid down by DoT and TRAI.
- e. We note that in the consultation, TRAI has stated that in 2016, a TSP carried out testing of its Long-Term Evolution (LTE) network on a very large scale and enrolled lakhs of subscribers as test users before commercial launch of its services and that the TSP contended that LTE/VoLTE is a new technology and its throughputs are highly dependent on Signal to Noise Ratio (SNR) and it is conducting test trials to estimate optimal network parameters for best throughput in loaded condition.
- f. In this regard, it is submitted that **even from point of view of technology, the argument of load testing of network is baseless since the load testing is possible on simulations which do not require test users at all. There is no reference by TRAI on the simulations and system testing procedures in the current Consultation Paper.**
- g. **By mentioning the argument of load testing through test users, TRAI may give the TSP a way to circumvent all licensing and regulatory requirements, allowing him to invoke his rights under license but evade its responsibilities. TRAI has also not considered the impact of this on other TSPs who are offering commercial services to their subscribers – and whose QoS, etc is being jeopardized through such load testing by a TSP.**
- h. The Clauses of License Agreement referred to by TRAI in the consultation paper on provision of service, QoS and technical & operating conditions are not relevant for the discussion on network testing before commercial launch of service and for enrolling subscribers as test users.
 - i) Clause 7 of the License Agreement authorizes the Licensee to own, install, test and commission all Applicable systems for providing the Service. The clause is applicable systems only and cannot be construed that subscribers can be enrolled for owning, installing, testing and commissioning of Applicable systems.



- ii) Clause 29.1 of License Agreement deals with QoS requirement and does not deal with network testing at all. In any case it cannot be interpreted to even indicate that subscribers can be enrolled for as test users. The Clause pertains to a live network where services have been already launched. As mentioned earlier, if a Licensee is obliged to meet Quality of Services norms then it intrinsically assumes that Licensee is providing Service under the License and its quality needs to be ensured. Enrolling subscribers as test users when Service is already being provided is against the basic tenets of license, else QoS norms can easily be circumvented by treating subscribers as 'test' users.
 - iii) Similarly Clause 29.4 of License provides option to Licensor or TRAI to carry tests, where Licensee is obliged to provide support **including instruments, equipment, etc. for such tests.** It may be noted that even this clause which deals with type of support for tests is not dealing with a situation like enrolling subscribers as test users. It envisages testing by instruments / equipment etc. only. This is the case same as drive tests conducted by TRAI.
 - iv) Clause 4 under Chapter VIII deals with condition that **Licensee's network** should comply with MNP regulations before commencement of mobile services. This is a technical condition which can be checked with test cards with business partners and it does not require enrolling subscribers as test users. It is important to mention that MNP Regulations apply to mobile services and such service can only be provided after reporting of tariffs with TRAI which indicate launch of service.
 - v) Hence, the only testing permitted under license is that of installations, applicable systems and testing of interfaces. No test users or test service is permitted. The relevant clauses of license pertaining to testing are enclosed as Annexure-1.
- i. It may be noted that DoT too, has pointed out that:
 - i) During test phase, generally, operators provide minimum POIs for testing of call flow to other networks.
 - ii) During pre-launch, a TSP is not expected to acquire customers and testing with other operators is supposed to be for ensuring call flow.
 - j. The POI testing is only for testing that connectivity has been established between POIs. Testing in no manner can be used as means to stress test other networks and to commercially harm them.
 - k. TRAI may be aware that the procedure for MNP testing laid down by DoT/TEC envisaged a maximum number of 69 Test SIMs as being required / circle / operator. Thus 69 SIMs per Circle per operator was all that was required to test 23 live networks over 22 circles. The testing was to be carried out for a period of 10 days and not for months as was done by RJIL.



- l. We do not deny that there is need of testing network and for this purpose some test cards are also required. It may be noted that the DoT Circular of 2005 refers to test 'cards' not test 'users' – which evidences that DoT does not contemplate/permit a subscriber to be enrolled as a test subscriber. Hence, the proposition that testing of networks requires enrolling subscribers as test users belies all licensing and regulatory conditions, and is only a guise for allowing key licensing requirements to be circumvented. This is explained as under:
- i) A subscriber means any person or legal entity, which subscribes to / avails of the service from the Licensee [See Definition – License Condition]. Even the Telegraph Rules define a subscriber to whom the service has been provided by means of an installation under the Rules or under an agreement. Test Users are not defined under license, and cannot be used as a refuge to escape/evade license conditions.
 - ii) The DoT Circular of 2005 defines test 'cards' as those given to business/roaming partners. Even these test cards are given for a time bound period and the list of such connections has to be duly informed to the DoT. The DoT guidelines on subscriber verification dated 09.08.2012 provide as below:

"In case of Test SIMs required by the Licensee for any purpose, the list of such connections/numbers shall be intimated to DoT /Security agencies along with the duration of such requirement."
 - iii) Further such test cards cannot be migrated to become regular subscribers.
 - iv) In case third parties are enrolled as test users as subscribers and such third parties are allowed to make calls /send messages / use data then these third parties are in fact availing services before launch of services.
 - v) Any service offered under license has to be in compliance with the terms and conditions laid down under license. Needless to say, any service that denies the subscribers the rights that it has been granted under license or exempts the licensee from complying with the terms and conditions of license as laid down, cannot be offered.
- m. Key relevant license conditions evidencing that test subscribers are not permitted or contemplated under License is enclosed as Annexure-1.
- n. Even the TRAI QOS Regulations also apply to subscribers not to test users. Some relevant extracts from the TRAI QOS Regulations are enclosed as Annexure-2.
- o. Also the interconnection agreements between operators state that the interconnect resources are to be used for the subscribers of the respective licensees; the testing of



provided for under the Interconnect agreement for interfaces only, which is between the operators only and there are no subscribers involved for such interface testing. The license conditions also state that the interface testing is to be done between operators only. Some relevant extracts from the Interconnect agreement between operators is enclosed as Annexure-3.

- p. The enrolment of subscribers as test users besides being impermissible under license is also untenable as it has the ability to impact the services of another TSP that is offering services on a commercial basis to its subscribers.
- q. TRAI is aware that we have unduly suffered in the market as RJIL was allowed to wrongly continue to acquire subscribers before launch of service, calling such subscribers 'test' subscribers, in breach of License Conditions and the TRAI regulations, orders, directions, etc. Such incident cannot be termed as an ambiguous area under the license as it is fundamentally contrary to basic tenets of the license and various regulations of TRAI. Such action of RJIL, gave it an undue and unfair advantage over its competitors as it was allowed to acquire subscribers before launch and without reporting tariffs to TRAI, without being asked to comply with QOS requirements, etc. It is well known that the said operator migrated all such test users as subscribers post launch of service, thus clearly evidencing that the entire exercise was only to acquire subscribers in an illegal and unfair manner. Despite the TSP and media reporting the subscriber base of the TSP pre-launch, TRAI subscriber report reported Subscriber Number of such operator as NIL till date of launch. This was clearly a case of competition in the market with different set of rules for different TSPs and is one of the key causes of stress that the industry is facing.

Q2. To clearly differentiate test phase from commercial launch, which of the options discussed in Para 1.12 would be appropriate? Please provide justification. Please explain any other method that, you feel, would be more appropriate.

- a. We would like to reiterate that the reference from DoT was to examine RJIL compliance to license terms and conditions and not lay down future norms for testing.
- b. We once again emphasize that as per existing terms and conditions of license, there is no provision for enrolment of subscribers in the test phase, and testing is confined to testing of installations, applicable systems and interfaces through use of Test SIMs by business and roaming partners.
- c. The TRAI has itself noted in the consultation that the testing is of the systems; we submit that enrolment of subscribers was used by a TSP to circumvent the regulatory requirements.
- d. In view of the above, there is no requirement to consider any of the options put forward by TRAI in Para 1.12 of the consultation. For the sake of abundant clarity, we submit as below:



- i) Testing should be restricted to testing of systems and processes and only through test cards issued to business and roaming partners. There should be no enrolment of subscribers and no test service should be permitted to be offered – whether on-net or off-net, as it will lead to a circumvention of licensing and regulatory requirements.
- ii) The Test cards, even today are given for a time bound period and have to be separately reported to the Licensor.
- iii) As test cards are used by business/roaming partners even after commencement of services, and hence having a separate numbering series is not required, especially as we have already emphasized that there can be no enrolment of subscribers in the test phase.
- iv) As we have already stated that there can and should be no enrolment of test subscribers, there is no need to consider or allow a temporary number series, enrolments of limited subscribers, testing in a smaller geography, etc.
- v) We submit that the test subscribers have been wrongly enrolled by RJIL in breach of license conditions these enrolments were exploited and misused by the said operator to circumvent regulatory provisions and compliances. Apart from RJIL facing the consequences of breach of license, we submit that all such subscribers should be disconnected forthwith.

Q3. Do you agree that the provisions discussed in Para 1.13 viz. information to the subscribers about test SIM being temporary etc., should be put in place for the TSP testing its network involving test users/subscribers? Please suggest other provisions which should be mandated during test phase?

- a. We first reiterate that no enrolment of subscribers is permitted in the test phase and the test services of RJIL may kindly be examined by TRAI as required by DoT. The extant licensing and regulatory framework clearly does not permit such an option; further in the interest of security of the telecom services, such an approach should not even be contemplated for future also
- b. Whilst examining the so called test service of the new entrant, TRAI should examine whether the subscribers were transparently informed that they were being enrolled as test subscribers or whether they were enrolled as regular subscribers; whether the new entrant represented the service as a test service or misled the subscribers.
- c. As regards the provision of free services, the TRAI is aware that RJIL was offering free services till March 2017 in blatant disregard of all regulatory directions and principles. Provision of free services in such manner before launch of service is a further bigger violation for the reasons mentioned earlier.



- d. In case of RJIL, the terms and conditions contained in the SIM jacket were the same pre and post launch. In fact the SIM jacket of a SIM acquired in April 2016 gave a tariff plan – which was not filed with TRAI. The same tariff was there in the SIM acquired post launch.

Q4. Is there a need to have a defined timeline for testing phase i.e. period beyond which a TSP should start offering commercial services? If yes, what should be the timeline? Please justify your response.

- a. It may not be out of place to point out that RJIL actually acquired its spectrum in 2010 and there were rollout obligations that were associated with the spectrum, and that in the process of compliance with the said rollout obligations, RJIL would have tested its network and the same would also have been tested by the TEC for verifying the compliance with the rollout obligations.
- b. We do not understand what further or other network testing that is required to be done.

Q5. In case enrolling of subscribers as test users before commercial launch is allowed, whether subscriber related conditions and regulatory reporting requirements laid down in the license, be imposed for the test subscribers enrolled before commercial launch? Please provide justification to your response.

- a. The TRAI must first examine that whether RJIL could have enrolled subscribers prior to commercial launch and as to whether it was meeting the **subscriber related conditions and regulatory reporting requirements during this period.**
- b. We maintain that there could not have been any enrolment of subscribers in the test phase, for the reasons given above.
- c. We also reiterate that any subscriber offered services by the licensee cannot circumvent licensing or regulatory requirements.
- d. The TRAI has noted that after commercial launch services, a TSP is bound to follow license provisions related to, inter alia,
- Charging of tariffs as per TRAI tariff orders
 - Fulfillment of requirements regarding publication of tariffs
 - Observing confidentiality of customer information.
 - Put the complete list of subscribers on their website (having password controlled access) for access by designated Security agencies
 - Follow laid down subscriber verification processes



- e. We submit that the above are required to be followed in respect of any subscriber acquired by the TSP, and by calling the subscriber a 'test' user, the licensee cannot evade the licensing and regulatory requirements.
- f. We also do not agree with TRAI that this issue did not arise in the past as the network testing was being carried out with the use of test SIM cards. It is submitted that this issue was seriously raised in 2016 when RJIL went beyond the existing norms of testing and enrolled lakhs of subscribers. It was and is our contention that subscribers were being called 'test' subscribers only in order to circumvent all licensing and regulatory norms during the period when its service was camouflaged as a test service and to gain market even before launch of service. It was and is our assertion that despite this being brought to the notice of TRAI, the service was allowed to be continued till a time and date of the operators choosing when it declared its services as 'launched'.
- g. We reiterate that there is no ambiguity or lack of clarity in the existing testing norms, a bare reading of the license will clearly show that enrolment of test subscribers is not permitted.
- h. The DoT's reference to TRAI was to examine this issue and not to lay down future norms for testing.

Q6. Should test users/subscribers of such licensees be given the facility of MNP? Please justify your answer.

- a. The TRAI has defined "Mobile Number Portability" as the facility which allows a **subscriber** to retain his mobile telephone number when he moves from one Access Provider to another irrespective of the mobile technology or from one cellular mobile technology to another of the same Access Provider.
- b. The Regulation also defines "subscriber" means any person or legal entity that avails the mobile telecommunication service from a licensed telecom Access Provider.
- c. There is no permission or contemplation of any test user under license or regulation, let alone for availing of the facility of MNP.
- d. TRAI may be aware that the procedure for MNP testing laid down by DoT/TEC envisaged a maximum number of 69 Test SIMs as being required / circle / operator. Thus 69 SIMs per Circle per operator was all that was required to test 23 live networks over 22 circles. The testing was to be carried out for a period of 10 days and not for months as was done by RJIL.
- e. This is not applicable given our view that enrolment of subscribers in the test phase should not be permitted, in future also. Refer to MNP Regulations which refer to Service (precondition of Mobile Services)



Q7. If there are any other issues/suggestions relevant to the subject, stakeholders may submit the same, with proper explanation and justification?

Not at this stage.

**New Delhi
29 May 2017**



SOME RELEVANT EXTRACTS FROM LICENSE

Enrolment of Test Subscribers Not Permitted Under License

14. CUSTOMER means any person or legal entity, which subscribes to / avails of the service from the Licensee. In this License, the words 'Customer' and 'Subscriber' have been used interchangeably

82. SERVICE means collection, carriage, transmission and delivery of messages over Licensee's network in Service Area as per authorization under this License.

11. CELLULAR MOBILE TELEPHONE SERVICE (CMTS) means a mobile telecommunication service provided through a radio network distributed over geographical areas called Cells, each served by at least one Base Station and in which the radio frequencies are used to connect the Mobile Stations to telecommunication systems which are designed or adapted to be capable of being use while in motion and are assigned automatically. Further, the system providing the service is capable of handing-off the messages automatically, while the Mobile Station moves from Cell to Cell.

8. Delivery of Service (Service to subscriber):

The Licensee shall intimate the Licensor and TRAI of Commencement of Service within 15 days of such commencement.

OPERATING CONDITIONS

30. Subscriber Registration and Provision of Service:

30.1 The LICENSEE shall register demand/request for telephone connection and or any other Telecom Service without any discrimination from any applicant, at any place in the service area for the service(s) authorized and provide the Service, unless otherwise directed by the Licensor. The LICENSEE shall not in any manner discriminate between subscribers and provide service on the same commercial principle and shall be required to maintain a transparent, open to inspection, waiting list. The LICENSEE shall clearly define the scope of Service to the Subscriber(s) at the time of entering into contract with such Subscriber(s). Licensor shall have right to impose suitable penalty, not limited to a financial penalty, apart from any other actions for breach of this condition. The LICENSEE shall commence the Service on commercial basis only after starting subscriber registration in the manner prescribed. It is evident from the above that the QOS are applicable to users who subscriber

Relevant Extracts from License to show that the testing contemplated under License is only of Applicable systems, installations and interfaces



7. Provision of Service:

The Licensee shall be responsible for, and is authorized to own, install, test and commission all the Applicable systems for providing the Service authorized under this License agreement

27.7 The Interconnection Tests for each and every interface with any Telecom Service Provider shall be carried out by mutual arrangement between the Licensee and the other party involved. In case of disagreement for rectification of deficiencies / deviations in conducted interconnection tests, reference could be made to Licensor / TRAI.

29.4 The Licensor or TRAI may carry out performance tests on Licensee's network and also evaluate Quality of Service parameters prior to grant of permission for commercial launch of the service, after successful completion of interconnection tests and/ or at any time during the currency of the LICENSE to ascertain that the network meets the specified standards on Quality Of Service (QoS). The LICENSEE shall provide ingress and other support including instruments, equipment etc., for such tests.

34. Inspection and Testing of Installations:

34.1 The Licensor / TRAI may carry out performance tests as required for checking Quality of Service, if it so desires. The LICENSEE shall supply all necessary literature, drawings etc. regarding the equipment installed and shall also supply all the tools, test instruments and other accessories to the testing party of the Licensor / TRAI for conducting the tests. The list of performance tests will be furnished by the Licensee, which may be amended by the Licensor.

34.2 The Acceptance Testing for each and every interface with any Telecom Service provider may be carried out by mutual arrangements between the LICENSEE and the other party involved. The Interconnection Test schedule shall be mutually agreed.

Relevant extracts from license regarding Licensee's responsibility to its subscribers

9.1 The Licensee shall furnish to the Licensor/TRAI, on demand in the manner and as per specified timelines such documents, accounts, estimates, returns, reports or other information in accordance with the rules/ orders as may be prescribed or as directed from time to time. The Licensee shall also submit information to TRAI as per any order or direction or regulation issued from time to time under the provisions of TRAI Act, 1997 as amended from time to time.

16. Other Conditions:

16.1 The Licensee shall be bound by the terms and conditions of this License Agreement as well as instructions as are issued by the Licensor and by such orders/directions/regulations of TRAI as per provisions of the TRAI Act, 1997 as amended from time to time.

16.2 The Licensee shall also be bound by the prevailing instructions / directions / orders issued in respect of a service by the Licensor/ TRAI, if the same service is also being provided by the Licensee to its subscribers.



17. Tariffs:

*17.1 The Licensee will charge the tariffs for the Service as per the Tariff orders / regulations / directions/decisions issued by TRAI from time to time. **The Licensee shall also fulfill requirements regarding publication of tariffs, notifications and provision of information as directed by TRAI through its orders / regulations / directions issued from time to time as per the provisions of TRAI Act, 1997 as amended from time to time.***

29. Quality of Service:

*29.1 The LICENSEE shall ensure the Quality of Service (QoS) as may be prescribed by the Licensor or TRAI. The LICENSEE shall operate and maintain the licensed Network conforming to Quality of Service standards subject to such other directions as Licensor / TRAI may give from time to time. The LICENSEE shall adhere to such QoS standard and provide timely information as required therein. **Failure on part of LICENSEE to adhere to the Quality of Service stipulations by TRAI/Licensor is liable to be treated as breach of terms and conditions of License.***

*29.5 The Licensee shall enforce and ensure QoS, as prescribed by the Licensor/ TRAI, from the other Licensees with whom it may enter into agreement / contract for leasing / hiring / buying or any such instrument for provision of infrastructure. **The responsibility of ensuring QoS shall be that of Licensee.***



SOME RELEVANT EXTRACTS FROM TRAI REGULATIONS

TTO 1999

o. "Subscriber" means an end user of telecommunication services.

The Register Of Interconnect Agreements Regulations 1999 (2 of 1999)

iv. "**Interconnection**" means the commercial and technical arrangements under which service providers connect their equipment, networks and services **to enable their customers to have access to the customers, services, and networks of other service providers.**

vii. "**Consumer**" means any individual, group, public/private company, any other organisation or body who is/ are subscriber of any telecom service(s) in the country.

viii. "**Quality of Service**" means the collective effect of service performance, which determines the degree of satisfaction of a user of the telecom services. The quality of service being characterised by the combined aspects of service support performance, service operability performance, serviceability performance, service security performance and other factors specific to each service.

Quality of Service under the QOS Regulation is the right of a Subscriber – QOS Regulations do not mention Test Subscriber/Test User

1. The TRAI has stated in its QOS Regulations of 2000 that the purpose of laying down Quality of Service Parameters, , was to:
 - Create conditions for customer satisfaction by making known the quality of service which the service provider is required to provide and the user has a right to expect.
 - Measure the Quality of Service provided by the Service Providers from time to time and to compare them with the norms so as to assess the level of performance.
 - To generally protect the interests of consumers of telecommunication services.
2. It has further stated that :
 - xiv) '*Quality of Service*' is the main indicator of the performance of a telephone network and of the degree to which the network conforms to the stipulated norms. **The subscriber's perception of the Quality of Service (QOS) is determined by a number of performance factors. The most important of these have been specified in this regulation.**



Some Relevant Extracts From The Interconnection Agreement

Interconnection agreements are for providing services to subscribers not Test Users

3. The Interconnection agreement of Vodafone with RJIL provides as under:

C. In order for VODAFONE and RJIL to use their respective telecommunication networks to provide the specified range of Services in terms of this Agreement to their Subscribers in their service areas, RJIL has desired and sought to interconnect with the VODAFONE's Network and VODAFONE has agreed to allow its Network to be interconnected to RJIL's network (as defined hereafter) and in furtherance of which each of VODAFONE and RJIL wishes to record the terms and conditions on which it will interconnect its network with the other party's network.

Customer means any person who is, or wishes to be provided with any relevant Telecommunication Service by a Party for which Party is licensed.

Interconnect or Interconnection means the commercial and technical arrangements under which the Parties connect their networks, equipment and services to enable its customers to have access to the customers, services and networks of the other party

Subscriber includes any person or legal entity within the licensed service area, who subscribes to / avails of the service provided by that Party and has a contractual relationship with that Party for the use of the Services provided by that Party.

2.6 Both Parties shall use the resources only for the purpose for which they have been earmarked and agreed upon under this license agreement and no other service shall be offered by utilizing such resources without the explicit written consent of the other Party

Interconnection Tests under the Interconnect Agreement are for Interface Testing

1. The Interconnection Tests for each and every interface with any Telecom Service Provider required to be carried out by mutual arrangement between the Licensee and the other party, is provided for under the Interconnect agreement

"10. Capacity Ordering and Testing

10.1 Testing and commissioning will be done jointly by both the Parties.

10.2 The interconnection tests for each and every interface will be carried out by mutual arrangement between RJIL and VODAFONE.



10.3 RJIL shall notify VODAFONE the date when the capacity shall be ready for testing. Within 7 working days of receipt of such notification and upon receipt of the annual port charges in advance, VODAFONE shall propose the interconnection tests schedule. RJIL shall confirm in writing its acceptance of the proposed Test Schedule. Upon receipt of such confirmation, RJIL and VODAFONE shall jointly commence the testing as per the Test Schedule. The parties shall endeavor to complete testing within 30 days.

10.4 If, for good reason, either party is unable to proceed with testing of any interconnect circuit, then that party shall notify the other in writing at least 5 working days prior to the scheduled testing date and the testing will be rescheduled by mutual agreement and testing carried out on such rescheduled date.

*10.5 The **result of the joint testing will be recorded** by the duly authorised representative of VODAFONE and RJIL in the Test Report Proforma specified in Schedule 3 to certify that the interconnect circuits have been satisfactorily treated and are ready for being put into service.*

*10.6 **Service shall be commissioned at POI after both Parties sign the Test Report upon successful completion of such interconnection tests....***"