



Ministry of Information Technology  
& Telecommunication

**DIGITAL NATION PAKISTAN**

# **Policy Framework for Mobile Virtual Network Operator (MVNO) Services in Pakistan**

**December 2025**

## **POLICY FRAMEWORK FOR MOBILE VIRTUAL NETWORK OPERATOR (MVNO) SERVICES IN PAKISTAN**

1. Mobile Virtual Network Operator (MVNO) is an operator who has no frequency spectrum assignment(s), **however**, will provide mobile services to its own users by means of entering into commercial arrangement(s)/ agreement with a licensed Mobile Network Operator (MNO) by utilizing the capacity and facilities of that network, **after grant of MVNO license by PTA.**

1.1 This policy framework allows Mobile Virtual Network Operator (MVNO) to offer Nationwide Mobile Communication Services / Next Generation Mobile Services in Pakistan.

### **2. Eligibility for MVNO License:**

2.1 A Company incorporated for provision of Telecom Services shall be registered with the Securities and Exchange Commission of Pakistan, to be eligible to apply for MVNO license.

### **3. Scope of MVNO:**

3.1 MVNO shall be allowed to make commercial agreements with single / multiple MNOs for provision of Mobile Communication Services / Next Generation Mobile Services in Pakistan. Similarly, MNO shall be allowed to enter into commercial agreements with single / multiple MVNOs for provision of Mobile Communication Services / Next Generation Mobile Services in Pakistan. The commercial agreement between MNO and MVNO will define the scope of operations of the MVNO.

a. This policy framework authorizes MVNO:

- i. To use its own brand name and marketing strategy;
- ii. To provide its own customized services in addition to the services provided by parent MNO, in accordance with license granted by the Authority;
- iii. To install solutions / hardware for customer care, billing and such other elements required to offer customized services / applications;
- iv. To use numbering resources and spectrum assignment of parent MNO only;
- v. To lease infrastructure from respective PTA Licensees through its parent MNO for network enhancement.

b. This policy framework does not authorize MVNO:

- i. For assignment of any spectrum;

- ii. To install its own radio access and core network elements except for those mentioned in clause 3.1 (a) (iii) above;
  - iii. To establish / use its own roaming and interconnect agreements.
- c. MVNO license will be issued for an initial period of 15 years.

#### 4. **License Application:**

- 4.1 The applicant company shall apply to PTA for MVNO license as per the checklist prescribed in Annex 'A'.
- 4.2 The applicant shall submit to the Authority, technical and business plan along with **draft commercial agreement**, and letter of consent, (between MNO and MVNO duly consented by both parties) as per the checklist. Applicant shall be granted MVNO license after fulfillment of all codal formalities.
- 4.3 MVNOs shall be allowed to operate in accordance with the scope of agreement in line with this policy framework and license for MVNO as granted by the Authority. Further, the agreement once approved shall not be changed by either party without prior written approval of Authority.
- 4.4 Subsequent agreements (if any) with other MNOs shall also be processed for approval of the Authority, as per license terms and conditions.
- 4.5 MVNO shall not provide any licensed services to customers, or accept any payments from customers in respect of license services until the licensee has obtained a commencement certificate from the Authority.
- 4.6 Draft of the proposed Commercial Agreement between the MNO and proposed MVNO must include but not be limited to the following aspects:
- a. Type of Service;
  - b. Quality of Service;
  - c. Number Portability support and DIRBS compliance;
  - d. Roaming and interconnect arrangements;
  - e. Customer care and customer data privacy arrangements;
  - f. Dispute resolution mechanism;
  - g. National Security Arrangements; and
  - h. Revenue sharing arrangements etc.

#### 5. **Number Allocation and Number Portability:**

- 5.1 Number allocation to MVNO through parent MNO and Number portability would be in accordance with the procedure specified for this purpose attached as Annex 'B'.

6. **Quality of Service (QoS) and National Security:**

- 6.1 Quality of Service and National Security compliance shall be sole responsibility of MVNOs as per the License conditions.
- 6.2 Since MVNO shall hold its own brand name, consumer ownership and market its own SIMs, it must ensure that its users receive good quality of service as per license terms and conditions and benchmarks determined by PTA from time to time. MVNO while entering into an agreement with MNO(s) shall look into this aspect and individual responsibilities in this regard should clearly be incorporated in the agreement(s).
- 6.3 MVNO shall be responsible to fulfill the National Security requirements as prescribed by the Authority. MVNO while entering into an agreement with MNO(s) shall look into this aspect and individual responsibilities in this regard should clearly be incorporated in the agreement(s).

7. **Customer Care and Service Provisioning:**

- 7.1 Once an MVNO commences its services, parent MNO shall provide uninterrupted service to MVNO. Also, parent MNO(s) shall not degrade, suspend, discontinue or terminate any service provided to MVNO or take any measures which affect delivery of service to MVNO without prior approval of PTA. Similarly, MVNO shall not stop provision of services to its customers without at least a three (3) months' notice and prior approval from PTA.
- 7.2 As MVNO will hold the ownership of its customers, it will be responsible for making necessary arrangements to address complaints of its own users through its customer care center(s) and 24/7 Nationwide helpline.
- 7.3 MVNO shall be required to take action against its customer related to its services as required under the prevailing regulatory framework.
- 7.4 MVNO shall be responsible for the resolution of billing or other disputes with its customers as per prevailing regulatory framework.
- 7.5 The MVNO shall submit its Code of Commercial Practice and Standard Contract of Service to PTA for approval prior to commercial launch of services.
- 7.6 MVNO shall comply with the Pakistan Telecommunication (Re-organization) Act 1996, Rules, Policies, this framework, Regulations and SOPs etc. issued from time to time.
- 7.7 In order to prevent any anti-competitive behavior in the market, MVNO shall not cross subsidize the business through financial resources acquired through other licenses

held by it in Pakistan and/ or AJ&K and / or GB, by any person controlling it, controlled by it, or under direct or indirect common control with it.

- 7.8 MVNO shall ensure necessary safeguards are in place to abide by PTA's DIRBS and loss/stolen device requirements rules and regulations issued by PTA from time to time.
- 7.9 In case of dispute between MVNO and MNO, service continuity be ensured by both parties. The settlements of dispute between the licensees will be dealt in accordance with prevailing Framework and Regulations etc. and its amendments issued from time to time.

**8. Interconnect and Roaming Agreements:**

- 8.1 MVNO shall be allowed to use only parent MNO's roaming and interconnect agreements with other operators.

**9. Fee and Contributions:**

- 9.1 **Initial Fee.** Initial License Fee for nationwide MVNO license will be US Dollar One Hundred and Forty Thousand (US \$ 140,000) or its equivalent in Pak Rupees.

Initial License Fee shall be paid upfront in US Dollars or its equivalent in Pak Rupees to be converted at the National Bank of Pakistan (NBP) Telegraphic Transfer (TT) selling rate prevailing on the day preceding the date of payment.

**9.2 Annual Fee:**

- a) MVNO shall pay Annual License Fee (ALF) to the Authority in an amount equivalent to 0.5% of its Annual Gross Revenue from Licensed Services for the relevant Financial Year minus inter-operator costs and PTA/FAB mandated payments.
- b) MVNO shall also pay USF and R&D Contributions in the designated accounts of the Funds in an amount equivalent to 1.5% and 0.5%, respectively, of its Annual Gross Revenue from Licensed Services for the relevant Financial Year minus inter-operator costs and PTA/FAB mandated payments.
- c) In case of PTA/FAB mandated payments including contributions, this deduction will be allowed only if these amounts have actually been paid and not on an accrual basis. However, payment of Initial License Fees, any amount paid/payable to foreign carriers, lease charges, collection charges, Late Payment Additional Fee, penalties and other expenses imposed by the Authority, if any, shall not be deducted from the Gross Revenue. Further, ARDs shall be payable within 120 days of the close of its financial year.

- d) Services rendered by an Operator/MNO to MVNO shall be reported as its revenue from licensed services and it shall be chargeable to ARDs in the hands of that operator as per its license terms and conditions.

**10. License Term and Cancellation:**

- 10.1 Initial license term will be for 15 x years and can be renewed in accordance with the applicable regulatory framework. License will be terminated after 1 x year of issuance in case MVNO licensee is unable to launch services within 1 x year.
- 10.2 The MVNO license shall be issued for an initial period of 15 x years which can be renewed, subject to provision of mutual agreement between the parties. If the agreement between MVNO and parent MNO is terminated for any reason before the license term of 15 x years and MVNO has no other valid agreement with any other or same MNO the MVNO license will be suspended for such term, if the MVNO provides a valid agreement with another or same MNO within 1 x year of suspension, only then the license will be restored for remaining period of license.

**11. Miscellaneous:**

- 11.1 PTA may conduct market absorption study to assess number of MVNO licenses as and when required.
- 11.2 This policy framework supersedes Policy Guidelines 2006 dated 17<sup>th</sup> March, 2006.
- 11.3 PTA to develop/ modify regulations and MVNO license template in line with this policy framework.

**Annex-A**

**Application No.(to be filled by PTA)**

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**CHECK LIST FORM  
(TO BE SUBMITTED WITH THE APPLICATION)**

| #  | Items  | Check (√) if attached | # of pages | For PTA use only |
|----|--|-----------------------|------------|------------------|
| 1. | Applicant(s) profile;  |                       |            |                  |
| 2. | Evaluation fee in shape of Demand Draft/Pay Order: USD 1000 or its equivalent in Pak Rupees to be converted at National Bank of Pakistan (NBP) Telegraphic Transfer (TT) selling rate prevailing on the day preceding date of payment.<br>Submit proof of deposit.<br>Alternate: (Evaluation fee can be paid through PSID generated from PTA Website).                         |                       |            |                  |
| 3. | <ul style="list-style-type: none"> <li>• Certificate of Incorporation (Form-I), Memorandum &amp; Article of Association, Form- 9, Form-II, Form-18, Form-20 and Form-A duly certified by SECP.</li> <li>• National Tax Number (NTN).</li> </ul>  |                       |            |                  |
| 4. | Attested copies of Computerized National Identity Card, Citizenship verification from e-sahulat, along with copy of CNIC for Pakistani National shareholder directors. Attested copies of Passport of foreign nationals submitted through Ministry of Foreign Affairs after security clearance.  |                       |            |                  |
| 5. | Undertaking on duly notarized stamp/e-stamp paper for: <ul style="list-style-type: none"> <li>a. That the company or its Directors have never been declared insolvent by any court of law.</li> <li>b. That the Directors of the company have never been convicted by a court of law for major offences or unethical/immoral turpitude (other than minor offences).</li> </ul> |                       |            |                  |

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|     | c. That neither the applicant company nor its shareholder directors are defaulter(s) of PTA etc.   |  |  |  |
| 6.  | Bio-data of key management personnel.  |  |  |  |
| 7.  | Brief Description of the Applicant's Business Plan.  |  |  |  |
| 8.  | Technical Plan.  |  |  |  |
| 9.  | Copy of draft commercial agreement including Service Level Agreements with Cellular Mobile Operator (duly consented by MNO and MVNO).  |  |  |  |
| 10. | <p>a. Financial feasibility report inclusive of:</p> <ul style="list-style-type: none"> <li>i. MVNO licensed terms projected financial statements, at least for 5 years.</li> <li>ii. Statement showing capital cost of project.</li> <li>iii. Statement showing financial resources of the MVNO for its operations.</li> </ul> <p>b. Detailed and documentary evidence for equity and debt:</p> <ul style="list-style-type: none"> <li>i) Equity including bank balance/cash, saving certificate, shares, moveable and immovable property.</li> <li>ii) Debt including bank, leasing, or others (specify).</li> </ul> |  |  |  |

**NUMBER ALLOCATION PROCEDURE FOR MOBILE VIRTUAL NETWORK OPERATOR (MVNO)**

**1. ALLOCATION PROCEDURE FOR MVNO:**

MVNOs will follow the following standard operating procedure (SOP) for the allocation of numbering resources from PTA.

**2. FOR INITIAL APPLICATION:**

- a. MVNO shall provide a copy of license issued by PTA.
- b. MVNO shall provide a copy of agreement signed with Mobile Network Operator (MNO) to PTA.

**3. GENERAL:**

- a. MVNO will apply through MNO for numbering resource.
- b. MVNOs shall submit numbering application through MNO for requesting numbering block/resource along with applicable fee.
- c. PTA will allocate numbering block of 10000 numbers against previously allocated NDC of particular mobile operator to MNO against each city/district/location for assignment to MVNO.
- d. MVNO will make the payment of annual numbering charges to PTA through parent MNO.
- e. An MVNO shall be allowed to have numbers from more than one MNO provided all requirements are met with each additional MNO along with any other requirement which the PTA may impose.
- f. The numbering series allocated to MVNO operators shall be allowed to be ported out to any other MNO within Pakistan.
- g. Mobile Number Portability shall be a joint responsibility of MVNO and its parent MNO (that actually controls the network infrastructure). In this regard, both parties shall clearly define technical arrangements and operational procedures in accordance with PTA's MNP regulations.