

File No. 815-66/2021-SAT/2
Government of India
Ministry of Communications
Department of Telecommunications
(Satellite Division)
20, Ashoka Road, New Delhi – 110001

Dated 08th October, 2021


To,

All Captive VSAT CUG Licensees

Subject: Amendment in the Captive VSAT Services CUG Domestic Data Network using INSAT Satellite system License Agreement for rationalization of Bank Guarantee, change in interest rate, penalty, interest on penalty on delayed payment of License Fee or any other dues - reg.

As per the Condition 10, Section-I of License Agreement for Captive VSAT Services Closed User Group Domestic Data Network using INSAT Satellite system, the Licensor reserves the right to amend or alter the conditions of this license, suo moto, at any time. In pursuance of this condition, the Licensor hereby amends/appends the following in the License Agreement for Captive VSAT Services Closed User Group Domestic Data Network using INSAT Satellite system:

Existing clause	Amended Clause
Section-III Financial Conditions 2.0 Schedule of payment of license fee 2.5 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.	Section-III Financial Conditions 2.0 Schedule of payment of license fee 2.5 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 2% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded annually . A part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.
2.0 Schedule of payment of license fee 2.6 In case, any under-reporting in the number of	2.0 Schedule of payment of license fee 2.6 In case, any under-reporting in the


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<p>VSATs is detected, it shall attract a penalty of 50% of the entire amount of short payment. The amount of short payment along with the penalty shall be payable within 15 days, failing which interest shall be further charged as per terms of condition 2.5.–The LICENSOR further reserves the right to terminate the license in addition to the recovery of all dues under the License Agreement.</p>	<p>number of VSATs is detected, the LICENSOR reserves the right to terminate the license in addition to the recovery of all dues under the License Agreement.</p>
<p>3.0 Bank Guarantee</p> <p>3.1 The LICENSEE shall submit a Financial Bank Guarantee (FBG) valid for a period of one year from any Scheduled Bank in India in the prescribed performa at Annexure-II. Initially, the Financial Bank Guarantee shall be for an amount of Rs. 15 lakhs which shall be submitted before signing the License Agreement. Subsequently, the amount of FBG shall be equivalent to the estimated sum payable annually towards the license fee. The amount of FBG shall be subject to periodic review by the LICENSOR. (Financial Bank Guarantee is not applicable in the case of Central Government Departments.) *</p>	<p>3.0 Bank Guarantee</p> <p>3.1 The LICENSEE shall submit a Financial Bank Guarantee (FBG) valid for a period of one year from any Scheduled Bank in India in the prescribed performa at Annexure-II. Initially, the Financial Bank Guarantee shall be for an amount of Rs. 03 lakhs which shall be submitted before signing the License Agreement. Subsequently, the amount of FBG shall be equivalent to 20% of the estimated sum payable annually towards the license fee. The amount of FBG shall be subject to periodic review by the LICENSOR. (Financial Bank Guarantee is not applicable in the case of Central Government Departments.) *</p>


2. The rationalization of Bank Guarantees shall not be applicable in following cases:
 - a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
 - b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.

3. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.


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4. This amendment comes into effect with from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licenses after the said date.

5. This amendment shall be part and parcel of the Captive VSAT CUG License Agreement and all others Terms & Conditions shall remain unchanged.


08/10/2021

(Raj Kumar Jha)
Assistant Director General (Satellite-II)
For and on behalf of the President of India
Ph. No. 23710248

Copy to:

1. Secretary, TRAI.
2. DG (T) HQ, DoT HQ/ CGCA.
3. Advisor (Economics)/ Sr. DDG (TEC)/ Wireless Advisor/ DDG (LFP)/ DDG (LFA)/ DDG (WPF)/ DDG (SA)/ DDG (SPPI), DoT.
4. DDG (CS)/ DDG (DS)/ DDG (AS)/DDG (A/C) DoT HQ.
5. Director (IT) may kindly arrange to upload this letter on the website of DoT.

File No. 815-66/2021-SAT
Government of India
Ministry of Communications
Department of Telecommunications
(Satellite Division)
20, Ashoka Road, New Delhi – 110001

Dated 08th October, 2021


To,

All Commercial VSAT CUG Licensees.

Subject: Amendment in License Agreement for provision of VSAT service using INSAT system for rationalization of Bank Guarantee and change in interest rate, penalty, interest on penalty on delayed payment of License Fee or any other dues- reg.

As per the Condition 12.1 of License Agreement for provision of VSAT service using INSAT system, the Licensor reserves the right to modify at any time the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of telegraphs. In pursuance of this condition, the Licensor hereby amends/appends the following in the License Agreement for provision of VSAT service using INSAT system:

Existing Clause	Amended Clause
SCHEDULE-TERMS AND CONDITIONS 6. SCHEDULE OF PAYMENT OF ANNUAL LICENSE FEE AND OTHER DUES 6.5 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.	SCHEDULE-TERMS AND CONDITIONS 6. SCHEDULE OF PAYMENT OF ANNUAL LICENSE FEE AND OTHER DUES 6.5 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 2% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded annually . A part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.
6. SCHEDULE OF PAYMENT OF ANNUAL LICENSE FEE AND OTHER DUES 6.8 In case, the total amount paid on the self	6. SCHEDULE OF PAYMENT OF ANNUAL LICENSE FEE AND OTHER DUES Stands deleted

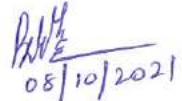

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<p>assessment of the LICENSEE as quarterly LICENCE fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable LICENCE Fee, it shall attract a penalty of 50% of the entire amount of short payment. This amount of short payment along with the penalty shall be payable within 15 days of the date of signing the audit report on the annual accounts, failing which interest shall be further charged as per terms of Condition 6.5. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed.</p>	
<p>7. BANK GUARANTEES</p> <p>(a) Performance Bank Guarantee:</p> <p>(i) LICENSEE shall maintain throughout the period of the LICENCE a Performance Bank Guarantee (PBG) in the prescribed format for Rs. 50 lakhs initially valid for one year. The format of PBG is at Annexure-VI. The PBG will be encashed for violation of any of the terms and conditions of the license agreement. The PBG shall be submitted before the license agreement is signed and shall be in addition to the BG submitted towards roll out obligation.</p>	<p>7. BANK GUARANTEES</p> <p>(a) Performance Bank Guarantee:</p> <p>(i) LICENSEE shall maintain throughout the period of the LICENCE a Performance Bank Guarantee (PBG) in the prescribed format for Rs. 10 lakhs initially valid for one year. The format of PBG is at Annexure-VI. The PBG will be encashed for violation of any of the terms and conditions of the license agreement. The PBG shall be submitted before the license agreement is signed and shall be in addition to the BG submitted towards roll out obligation.</p>
<p>(b) Financial Bank Guarantee:</p> <p>7.1 At the time of signing the License Agreement, the financial bank guarantee (FBG) for Rs. 30 lakhs (equivalent to entry fee), valid for six months is to be submitted. Thereafter, The VSAT LICENSEE shall submit a Financial Bank Guarantee (FBG), valid for one year, from any Scheduled Bank in India or from any Indian Public Financial Institution (IPFI) duly authorized to issue such Bank Guarantee, in the prescribed format at Annexure-V. The amount of FBG shall be equivalent to an estimated sum payable for two quarters towards LICENCE Fee and other dues not otherwise securitised. The amount of FBG shall be subject to periodic review by the LICENSOR</p>	<p>(b) Financial Bank Guarantee:</p> <p>7.1 At the time of signing the License Agreement, the financial bank guarantee (FBG) for Rs. 30 lakhs (equivalent to entry fee), valid for six months is to be submitted. Thereafter, The VSAT LICENSEE shall submit a Financial Bank Guarantee (FBG), valid for one year, from any Scheduled Bank in India or from any Indian Public Financial Institution (IPFI) duly authorized to issue such Bank Guarantee, in the prescribed format at Annexure-V. The amount of FBG shall be equivalent to 20% of the estimated sum payable for two quarters towards License Fee and other dues not otherwise securitized and any additional amount as deemed fit by the Licensor. The amount of FBG shall be subject to periodic review by the LICENSOR.</p>

3. The rationalization of Bank Guarantees shall not be applicable in following cases:

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- a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
 - b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.
4. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.
5. This amendment comes into effect with from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licenses after the said date.
6. This amendment shall be part and parcel of the Commercial VSAT CUG License Agreement and all others Terms & Conditions shall remain unchanged.


08/10/2021

(Raj Kumar Jha)
Assistant Director General (Satellite-II)
For and on behalf of the President of India
Ph. No. 23710248

Copy to:

1. Secretary, TRAI.
2. DG (T) HQ, DoT HQ/ CGCA.
3. Advisor (Economics)/ Sr. DDG (TEC)/ Wireless Advisor/ DDG (LFP)/ DDG (LFA)/ DDG (WPF)/ DDG (SA)/ DDG (SPPI), DoT.
4. DDG (CS)/ DDG (DS)/ DDG (AS)/DDG (A/C) DoT HQ.
5. Director (IT) may kindly arrange to upload this letter on the website of DoT.

File No. 815-66/2021-SAT/1
Government of India
Ministry of Communications
Department of Telecommunications
(Satellite Division)
20, Ashoka Road, New Delhi – 110001

Dated 08th October, 2021

To,

All INSAT-MSS Reporting Service Licensees

Subject: Amendment in the INSAT-MSS Reporting Services License Agreement (INSAT-MSSR) for rationalization of Bank Guarantee, change in interest rate, penalty, interest on penalty on delayed payment of License Fee or any other dues - reg.

As per the Condition 5, Part-I of License Agreement for provision of INSAT-MSS Reporting Services, the Licensor reserves the right to modify at any time the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of telegraphs. In pursuance of this condition, the Licensor hereby amends/appends the following in the License Agreement for provision of INSAT-MSS Reporting Services:

Existing Clause	Amended Clause
Schedule II- Terms and conditions Part III- Financial Conditions 17. Schedule of Payment of Annual License fee and other dues 17.5 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.	Schedule II- Terms and conditions Part III- Financial Conditions 17. Schedule of Payment of Annual License fee and other dues 17.5 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 2% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar month.
17. Schedule of Payment of Annual License fee and other dues	17. Schedule of Payment of Annual License fee and other dues



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<p>17.8 In case, the total amount paid on the self assessment of the LICENSEE as quarterly LICENCE fee for the 4 (four) quarters of the financial year, falls short by more than 10% of the payable LICENCE Fee, it shall attract a penalty of 50% of the entire amount of short payment. This amount of short payment along with the penalty shall be payable within 15 days of the date of signing the audit report on the annual accounts, failing which interest shall be further charged as per terms of Condition 6.5. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed.</p>	<p>Stands deleted</p>
<p>18. BANK GUARANTEES</p> <p>18.1 Financial Bank Guarantee : The LICENSEE shall required to furnish a Financial Bank Guarantee (FBG) of Rs. two lakhs or of an amount equivalent to six months license fee whichever is higher, valid for at least one year and to be maintained for the entire period of the License Agreement. The format of FBG is at Annexure-IV. The FBG will be encashed for violation of any of the terms and conditions of the License Agreement.</p>	<p>18. BANK GUARANTEES</p> <p>18.1 Financial Bank Guarantee : The LICENSEE shall required to furnish a Financial Bank Guarantee (FBG) of Rs. Forty thousand or of an amount equivalent to six months license fee whichever is higher, valid for at least one year and to be maintained for the entire period of the License Agreement. The format of FBG is at Annexure-IV. The FBG will be encashed for violation of any of the terms and conditions of the License Agreement.</p>


2. The rationalization of Bank Guarantees shall not be applicable in following cases:
 - a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.
 - b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.

3. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.

4. This amendment comes into effect with from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licenses after the said date.


 08/10/2021

5. This amendment shall be part and parcel of the INSAT-MSS Reporting Services License Agreement and all others Terms & Conditions shall remain unchanged.


08/10/2021
(Raj Kumar Jha)

Assistant Director General (Satellite-II)
For and on behalf of the President of India
Ph. No. 23710248

Copy to:

1. Secretary, TRAI.
2. DG (T) HQ, DoT HQ/ CGCA.
3. Advisor (Economics)/ Sr. DDG (TEC)/ Wireless Advisor/ DDG (LFP)/ DDG (LFA)/ DDG (WPF)/ DDG (SA)/ DDG (SPPI), DoT.
4. DDG (CS)/ DDG (DS)/ DDG (AS)/DDG (A/C) DoT HQ.
5. Director (IT) may kindly arrange to upload this letter on the website of DoT.

File No. 815-66/2021-SAT/3
Government of India
Ministry of Communications
Department of Telecommunications
(Satellite Division)
20, Ashoka Road, New Delhi – 110001

Dated 08th October, 2021


To,

The Chairman & Managing Director,
Bharat Sanchar Nigam Limited,
Harish Chand Mathur Lane,
Janpath, New Delhi.

Subject: Amendment in the “sui-generis” category license granted to BSNL for provision and operation of Satellite based services for rationalization of Bank Guarantee, change in interest rate, penalty, interest on penalty on delayed payment of License Fee or any other dues - reg.

As per the Condition 5.1, Chapter-I of License Agreement for provision and operation of Satellite based services using gateway installed in India under “sui-generis” category, the Licensor reserves the right to modify at any time the License, if in the opinion of the Licensor it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of telegraphs. In pursuance of this condition, the Licensor hereby amends/appends the following in the “sui-generis” category license granted to BSNL for provision and operation of Satellite based services using gateway installed in India:

Existing Clause	Amended Clause
CHAPTER-II FINANCIAL CONDITION 20. Schedule of payment of ANNUAL LICENSE FEE and other dues 20.6 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an	CHAPTER-II FINANCIAL CONDITION 20. Schedule of payment of ANNUAL LICENSE FEE and other dues 20.6 Any delay in payment of LICENCE fee, or any other dues payable under the LICENCE beyond the stipulated period will attract interest at a rate which will be 2% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of Financial Year (namely 1 st April) in respect of the license fee or any other dues pertaining to said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purposes of calculation of interest. A month shall be reckoned as an English calendar


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English calendar month.	month.
<p>20. Schedule of payment of ANNUAL LICENSE FEE and other dues</p> <p>20.9 In case, the total amount paid as quarterly License Fee for the 4 (four) quarters of the financial year, falls short by more than 8% of the payable License Fee, it shall attract a penalty of 50% of the entire amount of short payment. However, if such short payment is made good by the licensee on its own within 60 days from the last day of the financial year, no penalty shall be imposed. In case demand for such shortfall is made by the licensor after assessment and verification as per condition 20.7, such amount shall be paid along with penalty within 15 days of issue of such demand, failing which interest shall be further charged as per terms of Condition 20.5.</p>	<p>20. Schedule of payment of ANNUAL LICENSE FEE and other dues</p> <p>Stands deleted</p>
<p>21. Bank Guarantee</p> <p>21.2 Financial Bank Guarantee: The Licensee shall submit Financial Bank Guarantee (FBG) rupees one crore separately before signing the License Agreement or subsequent authorization of service(s), as the case may be, valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Proforma at Annexure II of this license agreement. Subsequently, the amount of FBG shall be equivalent to the estimated sum payable equivalent to License fee for two quarters and other dues not otherwise securitized. The amount of FBG shall be subject to periodic review on six monthly basis by the Licensor and shall be renewed from time to time.</p>	<p>21. Bank Guarantee</p> <p>21.2 Financial Bank Guarantee: The Licensee shall submit Financial Bank Guarantee (FBG) rupees one crore separately before signing the License Agreement or subsequent authorization of service(s), as the case may be, valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Proforma at Annexure II of this license agreement. Subsequently, the amount of FBG shall be equivalent to 20% of the estimated sum payable of License Fee for two quarters and other dues not otherwise securitized and any additional amount as deemed fit by the Licensor). The amount of FBG shall be subject to periodic review on six monthly basis by the Licensor and shall be renewed from time to time.</p>

2. The rationalization of Bank Guarantees shall not be applicable in following cases:
 - a. Bank Guarantees furnished or required due to any Court order or Bank Guarantees which are subject matter of any Litigation, will continue. For example, Bank Guarantees for

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which the Licensor has been restrained to encash by a Court order, or Bank Guarantees related to One Time Spectrum Charges (OTSC) under litigation.

- b. Bank Guarantees of Licensees who are currently under Corporate Insolvency Resolution Process (CIRP) or related litigation, or those Licensees who have closed operations (undergoing liquidation/ liquidated).
 - c. Bank Guarantees submitted in respect of past spectrum auctions for securitization of deferred spectrum instalments, including PBGs, will continue to be held by Licensor without any reduction.
3. In case of multiple Bank Guarantees for all the licenses/ authorizations held, the Licensee shall have an option to submit Bank Guarantee(s) centrally at one place instead of Licensed Service Areas (LSAs) wise.
4. This amendment comes into effect with from 01.10.2021 and will be applicable to the dues which arise from the operations of the Licenses after the said date.
5. This amendment shall be part and parcel of the GSPS License Agreement and all others Terms & Conditions shall remain unchanged.


08/10/2021

(Raj Kumar Jha)
Assistant Director General (Satellite-II)
For and on behalf of the President of India
Ph. No. 23710248

Copy to:

1. Secretary, TRAI.
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