

**Government of India
Ministry of Communications
Department of Telecommunications
(Access Services Division)**

Sanchar Bhawan, Ashok Road, New Delhi-110001

No.20-271/2010 AS-I (Vol.-IV)

Dated: 06.10.2021

To,

All UAS Licensees

Subject: Amendment in UAS license for rationalization of Bank Guarantees.

As per condition 5.1 of the UAS License Agreement, the LICENSOR reserves the right to modify at any time the terms and conditions of 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 the telegraphs. In pursuance of this condition the LICENSOR hereby amends the following clause in UASL agreement:

S No.	Existing clause	Amended clause
1	<p>21.2 Financial Bank Guarantee:</p> <p>The LICENSEE shall submit a Financial Bank Guarantee (FBG), valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Performa annexed. Initially, the financial bank guarantee shall be for an amount of Rs. 50 / 25 / 5 Crore (for category 'A' / 'B' / 'C' service areas respectively) which shall be submitted before signing the 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 and any additional amount as deemed fit by the Licensor. The amount of FBG shall be subject to periodic review by the Licensor and shall be renewed from time to time till final clearance of all dues.</p>	<p>21.2 Financial Bank Guarantee:</p> <p>The LICENSEE shall submit a Financial Bank Guarantee (FBG), valid for one year, from any Scheduled Bank or Public Financial Institution duly authorized to issue such Bank Guarantee, in the prescribed Performa annexed. Initially, the financial bank guarantee shall be for an amount of Rs. 50 / 25 / 5 Crore (for category 'A' / 'B' / 'C' service areas respectively) which shall be submitted before signing the License agreement. Subsequently, the amount of FBG shall be equivalent to the 20% of 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 by the Licensor and shall be renewed from time to time till final clearance of all dues.</p>

2. The PBGs and FBGs of existing Licensee shall be revised to 20% of the current total amount held by the Licensor subject to the conditions in para 3 below.



3. 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.
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 immediate effect.
6. This amendment shall be part and parcel of the UASL Agreement and other Terms & Conditions remain unchanged.



(Anil Kumar Gehlot)
Director (AS-I)

For and on behalf of the President of India
Ph. No. 23036864

Copy to:

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