

No: 1000/04/2020-WF
Government of India
Ministry of Communications
Department of Telecommunications

Date: 28th January, 2021

Subject: Amendment to Notice Inviting Applications (NIA) No 1000/02/2020-WF dated 6th January 2021

The following amendments are hereby issued to NIA and shall form part and parcel of the NIA:

Sl. No. 1

Section 2.3 Technology:

FOR

In case of switching over to a different technology (other than GSM/WCDMA/LTE/CDMA), while rolling out the networks for compliance of roll out obligations, information regarding the new technology should be given at least one year before any new technology Base Station site is offered for testing.

READ

In case of switching over to a different technology (other than GSM/WCDMA/LTE/CDMA), while rolling out the networks for compliance of roll out obligations, information regarding the new technology should be given at least six months before any new technology Base Station site is offered for testing.

Sl. No. 2

Section 12.1, Annexure A, A5:

READ

In 2100 MHz Band in Table A5, in respect of Tamil Nadu and Uttar Pradesh (East) LSAs, the information under "Reserve Price per MHz", "Reserve Price per Block", "EMD/ Block", and "Eligibility Points/ Block" may be read as "NA".

Sl. No. 3

Section 1.3, Timetable:

Event	FOR		READ	
	Date	T + Calendar days	Date	T + Calendar days
Last date for submission of Applications	05/02/2021	T+30 Days	09/02/2021	T+34 Days
Bidder Ownership Compliance Certificate	15/02/2021	T+40 Days	16/02/2021	T+41 Days
Pre-qualification of Bidders	19/02/2021	T+44 Days	18/02/2021	T+43 Days
Last date of withdrawal of applications	22/02/2021	T+47 Days	20/02/2021	T+45 Days
Final List of bidders	24/02/2021	T+49 Days	22/02/2021	T+47 Days
Mock Auction	26/02/2021	T+51 Days	24/02/2021 & 25/02/2021	T+49 & T+50 Days

Accordingly, in Section 4.1.2, regarding Ownership compliance certification, "15th February, 2021", may be read as "16th February, 2021". Accordingly, in section 4.5, regarding Submission of Application, "05th February, 2021", may be read as "09th February, 2021".

Sl. No. 4:

Section 12.10, Annexure J: Format for Earnest Money Deposit

FOR

5. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to and our Guarantee shall remain in force until nine months from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e., 30th April 2022, all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

READ

5. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to and our Guarantee shall remain in force until 30th April 2022. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e., 30th April 2022, all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Sl. No. 5:

Section 6.1, Payment Terms {Para 6.1 (b) (vii)}

FOR

vii) Along with the upfront payment, the successful bidder will have to submit an FBG equal to the annual instalment which shall be valid for three (3) years to the WPF Wing of DoT. The format for the FBG is at **Annexure K of Section 12.11**.

READ

vii) Along with the upfront payment, the successful bidder will have to submit an unconditional FBG equal to the annual instalment to the WPF Wing of DoT, which shall be valid for 1 year and shall be renewed on annual basis till 3 years (inclusive of the first year). The renewed FBG is to be submitted at least one month prior to the date of expiry of validity of the FBG submitted earlier. In case of non-renewal, the FBG will be encashed and the amount kept as non-interest-bearing deposit with the DoT till such bank guarantee is renewed and first instalment due is paid. The format for the FBG is at **Annexure K of Section 12.11**.

Sl. No. 6:

Section 12.11, Annexure K: Proforma for Financial Bank Guarantee {Para 5(a) & 5(d)}

FOR

(a) First Guarantee herein contained shall remain in full force and effect for a period of three Years which shall further be renewed annually at least one month prior to the date of expiry of validity from the date hereof and that it shall continue to be enforceable till all the dues of the Authority in terms of NIA have been fully paid and its claims satisfied or discharged or till Authority satisfies that the terms and conditions of the said NIA have been fully and properly carried out by the said SUCCESSFUL BIDDER and accordingly discharged this guarantee.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the SUCCESSFUL BIDDER.

READ

(a) First Financial Bank Guarantee herein contained shall remain in full force and effect for a period of one year which shall further be renewed annually at least one month prior to the date of expiry of validity

from the date hereof and that it shall continue to be renewed and enforceable till all the dues of the Authority in terms of NIA have been fully paid and its claims satisfied or discharged or till Authority satisfies that the terms and conditions of the said NIA have been fully and properly carried out by the said SUCCESSFUL BIDDER and accordingly discharged this guarantee.

(d) This Guarantee shall be unconditional and irrevocable, and the obligations of us herein shall not be conditional of any prior notice by us or by the SUCCESSFUL BIDDER.

Sr. No. 7

Section 8.1.8, Performance Bank Guarantee

FOR

- (a) Performance Bank Guarantee (PBG) in prescribed format shall be submitted by the successful bidder of spectrum in 700 MHz, 800 MHz, 900 MHz & 1800 MHz band in this auction for the amount equal to Rs. 35.00 Crores by the 'New Entrant' and Rs. 21.00 Crores by 'Existing Licensee' per LSA. The amount of PBG by successful bidder of spectrum in 2100 MHz, 2300 / 2500 MHz shall be Rs 21.00 Crores per LSA for each of 2100 MHz or 2300 / 2500 MHz band for existing licensee as well as new entrant. The PBG shall be valid for a minimum period of Six years before signing the License Agreement. The validity period of PBG can be further extended by the licensor depending upon the requirement for a period not exceeding two years from the due date of expiry of the earlier PBG. The PBG is to be submitted only once either as existing licensees for an amount equal to Rs.21 crores per LSA or as new entrant for an amount equal to Rs.35 crores per LSA. If the PBG has already been submitted as per terms and conditions of NIAs for auction of spectrum in November 2012/March 2013/ February 2014/ March 2015/October 2016, no additional PBG is required.
- (c) Format of PBG is attached as Annexure P of Section 12.16.

READ

- (a) Along with the upfront payment, Performance Bank Guarantee (PBG) in prescribed format shall be submitted by the successful bidder of spectrum in 700 MHz, 800 MHz, 900 MHz & 1800 MHz band in this auction for the amount equal to Rs. 35.00 Crores by the 'New Entrant' and Rs. 21.00 Crores by 'Existing Licensee' per LSA. The amount of PBG by successful bidder of spectrum in 2100 MHz, 2300 / 2500 MHz shall be Rs 21.00 Crores per LSA for each of 2100 MHz or 2300 / 2500 MHz band for existing licensee as well as new entrant. The PBG shall be valid for 1 year and is to be renewed on annual basis for a minimum period of six years (inclusive of the first year). The renewed PBG is to be submitted at least one month prior to the date of expiry of validity of the PBG submitted earlier. In case of non-renewal, the PBG will be encashed and the amount kept as non-interest-bearing deposit with the DoT till such bank guarantee is renewed. Beyond the minimum period of six years, the validity period of PBG can be further extended by the licensor depending upon the requirement for a period not exceeding two years from the due date of expiry of the PBG. The PBG is to be submitted only once either as existing licensees for an amount equal to Rs.21 crores per LSA or as new entrant for an amount equal to Rs.35 crores per LSA. If the PBG has already been submitted as per terms and conditions of NIAs for auction of spectrum in November 2012/March 2013/ February 2014/ March 2015/October 2016, no additional PBG is required.
- (b) Format of PBG is attached as Annexure O of Section 12.16.

Sr. No. 8

Section 12.15, Annexure O: Format for Performance Bank Guarantee

FOR

6 (a) the Guarantee herein contained shall remain in full force and effect for a period of **Six** Years from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said condition in the addendum to the said Licence have been fully paid and its claims satisfied or discharged or till Authority satisfies that the said terms & conditions of the said Licence have been fully and properly carried out by the said LICENSEE and accordingly discharged this guarantee.

9. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. _____

_____ (Value in words and in figures) and our Guarantee shall remain in force until **six** year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

READ

6 (a) the Guarantee herein contained shall remain in full force and effect for a period of **one year** from the date hereof, and that it shall continue to be renewed and enforceable till all the dues of the Authority and by virtue of the said condition in the addendum to the said Licence have been fully paid and its claims satisfied or discharged or till Authority satisfies that the said terms & conditions of the said Licence have been fully and properly carried out by the said LICENSEE and accordingly discharged this guarantee

9. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. _____

_____ (Value in words and in figures) and our Guarantee shall remain in force until **one year** from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Sl. No. 9:

Section 9.8.3, Bidding during Clock Rounds

FOR

Spectrum Cap as applicable based on the Overall Cap and for each of the bands respectively.

READ

Spectrum Cap as applicable based on the Overall Cap and sub-1 GHz cap.

Sr. No. 10

12.9 Annexure I: Application Format {Para C, 6 (b) Note 3. I}

FOR

the details of Net worth and Paid-Up capital can be given "As on 30-09-2020" in place of "As on Date", however, in such a case...

(ii) Further, details of any Capital infusion/dilution, done between 31-12-2020 and Date of application, be given (certified by Company Secretary or Authorized Signatory of the Company).

READ

The details of Net worth and Paid-Up capital can be given "As on 31-12-2020" in place of "As on Date", or, if their results for the quarter ending 31-12-2020 are not declared, the listed entities can submit the Net worth and Paid-Up capital details as of last published results (30-09-2020), however, in such a case.....

(ii) Further, details of any Capital infusion/dilution, done between 31-12-2020/ 30-09-2020 (whichever is applicable) and Date of application, be given (certified by Company Secretary or Authorized Signatory of the Company).

Sr. No. 11

New Section 1.6 added:

Force Majeure

If at any time, during the continuance of this auction, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion,

pandemic or epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Licensee), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), neither party shall, by reason of such event, have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided auction shall be restarted/resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the DoT as to whether the auction may be so restarted or resumed (and the time frame within which the auction may be restarted or resumed) or not, shall be final and binding.

New Section 1.7 added:

Dispute Settlement & Jurisdiction

All disputes relating to this Notice Inviting Applications and Auction will be subject to jurisdiction of the competent Courts of New Delhi only.

New Section 1.8 added:

Governing Law

The Bidders shall be bound by the laws of India, including the statutory provisions and the rules made under Indian Telegraph Act 1885 or Indian Wireless Telegraphy Act, 1933 or Information Technology Act, 2000 or, TRAI Act 1997 and the rules and regulations there under.

Sr. No. 12

Section 12.1, Annexure A, Table A3, and A4:

Name of Telecom Circle / Metro LSA	FOR		READ	
	Table A3: 900 MHz Band Block Size: 0.2 MHz (paired)		Table A3: 900 MHz Band Block Size: 0.2 MHz (paired)	
	Quantum on sale (MHz) (paired)	No of Blocks	Quantum on sale (MHz) (paired)	No of Blocks
Andhra Pradesh	3.0	15	3.6	18
Assam	4.6	23	5.8	29
Bihar	9.2	46	10.4	52
Delhi	1.0	5	2.2	11
Gujarat	3.0	15	4.2	21
Haryana	0.2	1	0.8	4
Himachal Pradesh	4.6	23	5.2	26
Karnataka	3.2	16	3.8	19
Kolkata	3.0	15	4.2	21
Madhya Pradesh	4.6	23	5.8	29
Maharashtra	3.0	15	4.2	21
Mumbai	1.0	5	2.2	11
North East	3.8	19	5	25
Odisha	4.6	23	5.2	26
Tamilnadu	17.0	85	17.6	88
Uttar Pradesh (East)	5.2	26	6.4	32
Uttar Pradesh (West)	1.2	6	2.4	12
West Bengal	4.6	23	5.2	26

No change in other Telecom Circles / LSAs

Section 12.1, Annexure A, A4:

Name of Telecom Circle / Metro LSA	FOR		READ	
	Table A4: 1800 MHz Band Block Size: 0.2MHz(paired)		Table A4: 1800 MHz Band Block Size: 0.2MHz(paired)	
	Quantum on sale (MHz) (paired)	No of Blocks	Quantum on sale (MHz) (paired)	No of Blocks
Andhra Pradesh	12.6	63	16.4	82
Assam	3.0	15	6.8	34
Haryana	19.4	97	23.2	116
Himachal Pradesh	19.0	95	22.8	114
Karnataka	21.0	105	24.8	124
Kerala	16.4	82	18.2	91
Madhya Pradesh	15.0	75	18.8	94
North East	0.0	0	3.8	19
Odisha	5.8	29	7.6	38
Tamilnadu	17.6	88	19.4	97
Uttar Pradesh (East)	15.0	75	18.8	94
Uttar Pradesh (West)	19.4	97	23.2	116
West Bengal	5.2	26	7.0	35

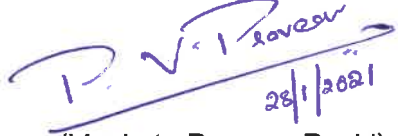
No change in other Telecom Circles / LSAs

Sr. No. 13**Section 12.5, Annexure E: Earnest Money (EMD) – Eligibility Points (EP) Table:**

Amended Annexure E will be uploaded on DoT website.

Sr. No. 14**Section 12.6, Annexure F: Details of Carrier Frequency put to Auction.**

Amended Annexure F will be uploaded on DoT website.


(Venkata Praveen Pogiri)
Director (WF)

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M/s MSTC Limited.