

Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
(Carrier Services Wing)

No. 311-Misc/2017-CS-I

Dated: 08.10.2021

To

All Licensees of Voice Mail/ Audiotex/ UMS

Subject: Amendment in Voice Mail/ Audiotex/ UMS License Agreement for rationalization of Bank Guarantees.

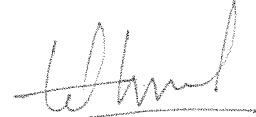
As per the **Condition 5.1** of schedule-II: Part I, General Conditions of License Agreement for Voice Mail/ Audiotex/ Unified Messaging Service (UMS), the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENCE, if in the opinion of the LICENSOR it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the SERVICE. In pursuance of this condition, the Licensor hereby amends/appends the following in the Voice Mail/ Audiotex/ UMS License Agreement:

Existing Clause	Amended Clause
<p>Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>18. BANK GUARANTEE: 18.1 The LICENSEE company shall submit Performance Bank Guarantee (PBG) of Rs.3 lakhs in the prescribed proforma (proforma for PBG is annexed with License Agreement), before signing the License Agreement for ensuring full compliance of license conditions. Initially, the PBGs valid for at least one year or beyond expected date of commissioning of the service, whichever is later and shall be renewed from time to time till the expiry of Licence as directed by the LICENSOR. The LICENSEE on its own shall extend the validity period of the bank guarantee for similar terms at least one month prior to date of its expiry without any demand or notice from the LICENSOR on year to year basis. Any failure to do so, shall amount to violation of the terms of LICENCE and entitle the LICENSOR to encash the bank guarantee and to covert into a cash security without any reference to the LICENSEE and at his risk and cost. No interest or compensation whatsoever shall be payable by the LICENSOR on such encashment.</p>	<p>Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>18. BANK GUARANTEE: 18.1 : Performance Bank Guarantee (PBG) in prescribed format annexed with this license agreement shall be submitted for the amount of Rupees Sixty thousand initially, before signing the License Agreement, valid for one year, from any scheduled bank or public financial institution duly authorized to issue such bank guarantee, to cover violation of license conditions and to ensure the performance under the license agreement including compliance of instructions issued by the Licensor from time to time. The PBGs shall be maintained and kept valid by the licensee during the entire currency of the license agreement. However, the Licensor may increase the value of PBGs whenever any demand is raised for non-compliance of terms and conditions of License to the extent it remains un-securitized by the existing PBGs, which shall be maintained till clearance of such demand by the licensee.</p>



(राहुल यादव)
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2. The PBGs and FBGs of existing Licensee shall be revised as per the above amended clause 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 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 Voice Mail/ Audiotex/ UMS License Agreement and other Terms & Conditions shall remain unchanged.



(Rahul Yadav)
ADG (CS-I)
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Copy to:

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

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