

No. 824-200/CAP-VSAT/POLICY/2013-DS(Pt-1)
Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhawan
20, Ashoka Road, New Delhi
(Satellite Division)

Dated: 09.04.2021

To

All Captive VSAT licencees

Sub: Amendment to Captive VSAT Licence Agreement -regarding

Following amendments have been made in the Captive VSAT license agreement:

License Clause No.	Existing clause	Proposed amendment
7 of Section II	A maximum Data Rate upto 2 Mbps per VSAT for Star configuration & 4 Mbps for Mesh configuration (including all carriers) is permitted subject to the compliance of the Technical parameters as specified in TEC Interface Requirements No. TEC/IR/SCB-08/02 October 2013. The technical parameters mentioned in Interface Requirement for CUG Domestic VSAT Network namely No. TEC IR/SCB-08/02 Oct 2013 issued by T.E.C. to be strictly complied with. Any other notification or modification thereof issued from time to time in this regard shall be binding.	The licensee may provide data rate as per his network capabilities subject to compliances to technical parameters mentioned in the relevant Interface Requirement for VSAT Network(s), as modified from time to time, issued by TEC.
1.1 of Section III	The applicant company will be required to pay a one-time entry fee of Rs. 30 lakhs before signing the License Agreement.	The applicant company will be required to pay a one-time entry fee of Rs. 15 lakhs before signing the License Agreement.
1.2 of Section-III	In addition to the Entry Fee, the Licensee shall also pay License fee annually @ Rs. 10,000/- per annum per VSAT installed. The total number of VSATs shall include all types of VSATs (receive only/transmit only/receive & transmit both etc.).	In addition to the Entry Fee, the Licensee shall also pay License fee annually @ Rs. 10,000/- per annum per VSAT installed. The total number of VSATs shall include all types of VSATs (receive only/transmit only/receive & transmit both etc.). The License fee shall be based on total number of VSAT terminals irrespective of number of hubs in the network and without levy of any minimum license fee.

3.1 of Section III	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. 30 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. <u>(Financial Bank Guarantee is not applicable in the case of Central Government Departments.)</u> *	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 equivalent to license fee for two quarters and that the amount of FBG shall be subject to periodic review on six monthly basis by the LICENSOR. <u>(Financial Bank Guarantee is not applicable in the case of Central Government Departments.)</u> *
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2. The above provisions relating to license fee are in supersession of all the earlier references including letter nos. 204-1/96-PHC dated 14.08.1996 and 29.08.1997.

3. These amendments shall be applicable in the Captive VSAT license agreement w.e.f. the date of issue of this letter.

This issues with the approval of Competent Authority.

Manish Singh
09/04/2021

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Copy to:

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4. Heads of LSAs/CCAs