

Government of India
Ministry of Communications
Department of Telecommunications
(Access Services Wing)

12th Floor, Sanchar Bhawan, 20 Ashoka Road, New Delhi – 110 001

File No: 800-2/2011-VAS

Dated: 03.08.2023

To,
All UAS/UL/UL(VNO) Licensees

Subject: Charging of interest rates on delayed payment of penalty imposed in CAF audits & EMF matter and on testing fees charged for EMF audit & MNP testing- reg

This is in reference to the various instructions issued from time to time by DoT regarding Subscriber Verification, EMF radiations and Mobile Number Portability; and particularly instructions issued on 12.12.2011 wherein, inter alia, it was prescribed that interest rate of 2% above the SBI's PLR will be levied for any delay in the payment of imposition of penalty for the non-compliance observed in the CAF audit process.

2. In this regard, the undersigned has been directed to intimate that Para 1(a)(ii) of instructions dated 12.12.2011 stands deleted from the date of issuing of this letter.

3. Further, it has also been directed to intimate that henceforth clause 20.5 of UASL, 20.6 of UL(VNO), and 20.7 of UL, amended as on 01.10.2021, shall be applicable for any delay in payment of demands raised by DoT/LSAs for the following:

- a. Imposition of penalty due to violation of instructions issued regarding Subscriber Verification (CAF audit) & EMF radiation matter.
- b. Charging of EMF audit testing fees & MNP testing fees.

4. Any amendment to the above mentioned clauses of the UAS/UL/UL(VNO), if any, shall be consistently extended to these instructions.

5. This is issued with the approval of the competent authority.

Enclosure: Instructions dated 12.12.2011 and amendment dated 01.10.2021 of UL/UASL/UL(VNO)

 03/08/2023

(Suresh Kumar)
ADG (AS-II)
011-23036869

Copy to:

- i. DG (T)
- ii. Secretary, TRAI

No. 800-2/2011-VAS
Ministry of Communications and IT
Department of Telecommunications
Access Services Branch
Sanchar Bhawan, No. 20, Ashok Road, New Delhi – 110 001

Dated :12.12.2011

To

All DDsG TERM Cell

Subject: Recovery of penalty levied on subscriber non-verification

This has reference to this office letter dated 01.06.2010 and 04.11.2010 vide which the function related to imposition of penalty has been decentralized to TERM Cells. In this regard, following procedure is to be followed during the imposition of penalty and subsequent follow up with regard to recovery of the same:

1. New cases of imposition of penalty:

(a) TERM office shall issue a demand notice that would specify:

(i) the amount that is to be paid by demand draft drawn in favour of Sr. CAO(Cash)/ CAO(Cash) of the respective CCA office,

(ii) the stipulation that an interest of SBI PLR (as on 1st April of the concerned year) plus 2% would be levied for any period of delay beyond the pay by date,

(iii) the stipulation that the Financial Bank Guarantee may be encashed in case the demand remains unpaid beyond the pay by date without any further notice and any additional amount left over after adjustment of the amounts due against the demand notice will be adjusted in the future dues of the licensee,

(iv) the subject of the demand notice displayed prominently as a header.

(b) A copy of the demand notice will be sent to the concerned CCA office and the DDG(Security-TERM).

(c) In case the licensee makes a representation within the prescribed time and the TERM office revises the demand notice, the TERM office will issue a copy of the revised demand notice to the concerned offices as listed above.

(d) The TERM office will reconcile issue of demand notice/ revised demand notice and its payment. It will forward a copy of such reconciliation statement to the CCA office on a monthly basis.

(e) In all cases where there is a delay in payment, the TERM office will issue a demand notice to the licensee for the interest amount for the period of delay. Part of a month will be counted as full month for the purpose of interest calculation. All procedures in respect of such demand notices will be same as those for demand notices in respect of penalty.

(f) TERM offices will maintain a separate register for issue and reconciliation of such demand notices. The register will include the number of the demand notice, the date, the license type, the license number, the license date, the service area, the amount, the pay by date, the CCA to which forwarded, the date on which forwarded to the CCA, the date on which payment made in the CCA office, the date on which reconciled by the TERM office with the payment. Format of such a register is at Annex-I.

(g) Any court case arising from this would be dealt with by the respective TERM office.

2. For the cases for which notice for imposition of penalty has already been issued:

For demand notices pending payment that were issued prior to the issue of instructions, reminder notices claiming interest from the pay by date of the respective demand notices for the intervening period may be issued by respective TERM offices indicating that the payment may be made along with interest of SBI PLR (as on 1st April of the concerned year) plus 2% within 7 days failing which their FBG will be encashed without further notice. The copies of such notices should be endorsed to all offices listed as in case of regular demand notices as described above. All other actions will also remain the same.

3. Recovery in case of BSNL

For BSNL, as there is no provision of FBG in the License, separate instruction shall be issued. However, uniformity in issue of penalty notice with regard to imposition of interest on delayed payment may be maintained.

12/12/2011
(A.K.Tirkey)
ADG (AS-II)

Copy to:

1. DDG (Security-TERM), DoT
2. DDG (AC), DoT

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

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

Dated: 01.10.2021

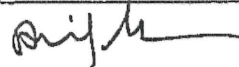
To

All Unified Licensees

Subject: Amendment in Unified License Agreement for change in interest rate, penalty and interest on penalty on delayed payment of License Fee or any other dues - regarding.

As per the Condition 5.1 of Chapter-I of Unified License (UL) 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/appends the following in the UL Agreement:

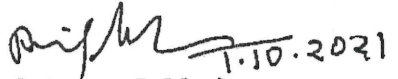
Existing Clause	Amended Clause
<p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>20.7 Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p>	<p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>20.7 Any delay in payment of License Fee or any other dues payable under the License, 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 the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p>



Existing Clause	Amended Clause
<p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>20.10 In case, the total amount paid as quarterly License Fee for the 4 (four) quarters of the financial year, falls short by more than 10% 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 20.9, 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 20.7.</p>	<p>PART- I, CHARTER III, FINANCIAL CONDITIONS</p> <p>Stands deleted.</p>

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

3. This amendment shall be part and parcel of the Unified License Agreement and other Terms & Conditions shall 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) for kind information please.
5. All Directors of AS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.

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

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

Dated: 01.10.2021

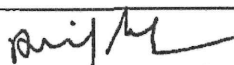
To

All UL (VNO) Licensees

**Subject: Amendment in Unified License (Virtual Network Operator) {UL(VNO)}
Agreement for change in interest rate, penalty and interest on penalty on
delayed payment of License Fee or any other dues - regarding.**

As per the Condition 5.1 of Chapter-I of UL (VNO) 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/appends the following in the UL (VNO) License Agreement:

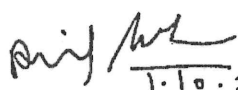
Existing Clause	Amended Clause
<p>PART-I, CHARTER III, FINANCIAL CONDITIONS</p> <p>20.6 Any delay in payment of License Fee or any other dues payable under the License, beyond the stipulated period will attract interest at a rate which will be 4% above the one year Marginal Cost of Lending Rate (MCLR) of State Bank of India existing as on the beginning of the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p>	<p>PART-I, CHARTER III, FINANCIAL CONDITIONS</p> <p>20.6 Any delay in payment of License Fee or any other dues payable under the License, 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 the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p>


1.10.2021

Existing Clause	Amended Clause
<p>PART-I, CHARTER III, FINANCIAL CONDITIONS</p> <p>20.8 Final adjustment of the License fee for the year shall be made on or before 30th June of the following year. Based on the gross revenue figures, the minimum License Fee shall be submitted by the Licensee, duly certified by the AUDITORS of the Licensee in accordance with the provision of the Companies' Act, 2013. In case the total amount paid as quarterly license fee for the four quarters in the financial year falls short by more than 10% of the payable license fee and such short payment is made good by the licensee on its own within this 90 days from the last day of financial year, no penalty shall be imposed. However, in case the demand for such shortfall is made by the DoT after assessment and verification, the shortfall amount shall be made along with the penalty at the rate 50% of the shortfall amount along with interest on the penalty amount applicable from the due date till the date of issue of final demand notice. In this case, the due date may be taken as the date next to the date of completion of the financial year for which assessment is made, i.e., 1st April.</p>	<p>PART-I, CHARTER III, FINANCIAL CONDITIONS</p> <p>20.8 Final adjustment of the License fee for the year shall be made on or before 30th June of the following year. Based on the gross revenue figures, the minimum License Fee shall be submitted by the Licensee, duly certified by the AUDITORS of the Licensee in accordance with the provision of the Companies' Act, 2013.</p>

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

3. This amendment shall be part and parcel of the UL (VNO) Agreement and other Terms & Conditions shall remain unchanged.


 (Anil Kumar Gehlot) 1.10.2021
 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) for kind information please.
 5. All Directors of AS Wing.
 6. Director (IT) may kindly arrange to upload this letter on the website of DoT.
-

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

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

Dated: 01.10.2021

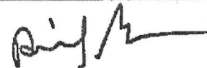
To

All UAS Licensees

Subject: Amendment in Unified Access Service License (UASL) Agreement for change in interest rate, penalty and interest on penalty on delayed payment of License Fee or any other dues - regarding.

As per the Condition 5.1 of Part-I of 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/appends the following in the UAS License Agreement:

Existing Clause	Amended Clause
<p>PART III FINANCIAL CONDITIONS</p> <p>20.5 Any delay in payment of License Fee, or any other dues payable under the License 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 the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded monthly and 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.</p>	<p>PART III FINANCIAL CONDITIONS</p> <p>20.5 Any delay in payment of License Fee, or any other dues payable under the License 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 the Financial Year (namely 1st April) in respect of the license fees or any other dues pertaining to the said Financial Year. The interest shall be compounded annually. A part of the month shall be reckoned as a full month for the purpose of calculation of interest. A month shall be reckoned as an English calendar month.</p>



Existing Clause	Amended Clause
<p>PART III FINANCIAL CONDITIONS</p> <p>20.8 In case, the total amount paid 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. However, if such short payment is made good within 60 days from the last day of the financial year, no penalty shall be imposed. This amount of 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 per terms of Condition 20.5.</p>	<p>PART III FINANCIAL CONDITIONS</p> <p>Stands deleted.</p>

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

3. This amendment shall be part and parcel of the UAS License Agreement and other Terms & Conditions shall remain unchanged.


1-10-2021

(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) for kind information please.
5. All Directors of AS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.