

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 CMRTS Licensees

Subject: Amendment in CMRTS License Agreement for rationalization of Bank Guarantees.

As per the **Condition 3.1** of schedule-II: Terms and Conditions, of License Agreement for Captive Mobile Radio Trunking Service (CMRTS), the LICENSOR reserves the right to modify at any time the terms and conditions of the LICENSE, or incorporate new conditions, if in the opinion of the LICENSOR it is considered necessary or expedient to do so in the interest of national security, public interest and for proper conduct of the service/ Telegraphs. The decision of the LICENSOR shall be final in this regard. In pursuance of this condition, the Licensor hereby amends/appends the following in the CMRTS License Agreement:

Existing Clause	Amended Clause
<p>Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>15.1 FINANCIAL BANK GUARANTEE: - The licensee shall submit a Financial Bank Guarantee (FBG), valid for one year, from any scheduled bank in India, or Indian Public Financial Institution (IPFI) in the prescribed format at Annexure III. The amount of FBG shall be Rupees one lakh or an amount equivalent to the license fee of the last two quarters of the previous year and other dues not otherwise securitised, whichever is higher, The FBG will be valid initially for one year and is to be maintained for the entire period of the License Agreement till final clearance of all such dues. The amount of FBG shall be subject to periodic review by the Licensor.</p>	<p>Schedule-II, PART-III, FINANCIAL CONDITIONS:</p> <p>15.1 FINANCIAL BANK GUARANTEE: - The Licensee shall submit Financial Bank Guarantee (FBG) of <u>Rupees Twenty Thousand</u> 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, in the prescribed Proforma at Annexure III of this license agreement. Subsequently, the amount of FBG shall be equivalent to <u>20%</u> of the estimated sum payable (of License fee for two quarters and other dues not otherwise securitized). The amount of FBG shall be subject to periodic review on six monthly basis by the Licensor and shall be renewed from time to time.</p>



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2. The 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 CMRTS License Agreement and other Terms & Conditions shall remain unchanged.



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संचार विभाग, गैर-संचार
टोलु, जालदुम, गुवतु, ऑडुआ
नं. 23036489 डुडु

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 CS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.