

**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: 19.01.2022

To

All MNP Licensees

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

As per the Condition 13.1 of Part-II of MNP 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 service. In pursuance of this condition, the Licensor hereby amends/appends the following in the MNP License Agreement:

| S. No. | Existing Clause   | Amended Clause  |
|--------|---|---|
| 1.     | <p><b>PART-III,</b><br/><b>FINANCIAL CONDITIONS</b><br/><b>26. BANK GUARANTEES:</b><br/><b>26.1 Performance Bank Guarantee:</b> Performance Bank Guarantee (PBG) in prescribed format shall be submitted for amount equal to Rs. 1 crore, initially, valid for two years before signing the License Agreement. On completion of one year from successful commencement of operation of MNP service in the licensed MNP zone on the designated date/ time by the Licensee, except in case specifically restricted by Licensor/ DoT, 50% of the PBG amount shall be released while the remaining 50% of the PBG shall be released after the expiry of the license period.</p> <p><b>26.2 Financial Bank Guarantee:</b> The Licensee shall submit a Financial Bank Guarantee (FBG), valid for three years, from any Scheduled Bank or Public Financial Institution duly authorized to</p> | <p><b>PART-III,</b><br/><b>FINANCIAL CONDITIONS</b><br/><b>26. BANK GUARANTEES:</b><br/><b>26.1 Performance Bank Guarantee:</b> Performance Bank Guarantee (PBG) in prescribed format shall be submitted for amount equal to <u>Rs.20 Lakh</u>, initially, valid for two years before signing the License Agreement. On completion of one year from successful commencement of operation of MNP service in the licensed MNP zone on the designated date/ time by the Licensee, except in case specifically restricted by Licensor/ DoT, 50% of the PBG amount shall be released while the remaining 50% of the PBG shall be released after the expiry of the license period.</p> <p><b>26.2 Financial Bank Guarantee:</b> The Licensee shall submit a Financial Bank Guarantee (FBG), valid for three years, from any Scheduled Bank or Public Financial Institution duly authorized to</p> |

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| <p>issue such Bank Guarantee, in the prescribed Performa annexed. Initially, the financial bank guarantee shall be for an amount of Rs. 2 crore 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 other dues not otherwise securitized and any additional amount as deemed fit by the Licensor. The amount of FBG shall be subject to periodic review by the Licensor and shall be renewed from time to time.</p> | <p>issue such Bank Guarantee, in the prescribed Performa annexed. Initially, the financial bank guarantee shall be for an amount of <b>Rs.40 Lakh</b> which shall be submitted before signing the License agreement. Subsequently, the amount of FBG shall be equivalent to <b>20%</b> of estimated sum payable (of License Fee for two quarters and other dues not otherwise securitized and any additional amount as deemed fit by the Licensor). The amount of FBG shall be subject to periodic review by the Licensor and shall be renewed from time to time.</p> |
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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).

4. In case of multiple Bank Guarantees for all the licenses/ authorizations 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 MNP License Agreement and other Terms & Conditions 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).
5. All Directors of AS Wing.
6. Director (IT) may kindly arrange to upload this letter on the website of DoT.