Format of Bank Guarantee

[*See* rule 25(1)][1]

To:

The President of India

WHEREAS in consideration of the President of India (hereinafter referred to as 'Authority') having agreed to grant a *<Type of Service>* Authorisation for the *<Name of service area>* service area to ____________ (hereinafter called 'the new authorised entity') under sub-section (1) of section 3 of the Telecommunications Act, 2023 and the applicable rules made thereunder:

AND WHEREAS it has been prescribed by the applicable rules that the new authorised entity shall submit a bank guarantee for an amount specified therein as security for compliance of all the terms and conditions of the authorisation, including but not limited to payment of the authorisation fee, spectrum charges linked to adjusted gross revenue, penalties imposed for contravention or breach of any of terms and conditions of the authorisation or non-compliance of the orders or directions or guidelines issued by the Central Government from time to time, and any other fee or charges payable under the authorisation:

AND WHEREAS we __________________(indicate the name, address, email address, contact number and other relevant particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of the new authorised entity have agreed to submit such bank guarantee:

NOW, THEREFORE, we hereby affirm that we are the guarantor and responsible to the Authority on behalf of the new authorised entity, for up to a total sum of Rs. ______________ (in words________________________), and we unconditionally and irrevocably guarantee that—

(i) the new authorised entity shall pay all the dues, including but not limited to the authorisation fee and any other fee, charges or amounts payable under the authorisation to the Authority.

(ii) the new authorised entity shall duly and faithfully perform and discharge all obligations, duties, responsibilities and conditions arising under the authorisation and under orders, directions, notifications or guidelines issued by the Central Government from time to time.

2. We, the Bank, hereby undertake and guarantee to pay the Authority an amount not exceeding Rs. _____________ (in words____________) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of—

(i) any failure of the new authorised entity to extend the validity of this guarantee or give a fresh guarantee in lieu thereof in accordance with the terms and conditions of the authorisation.

[1] The Telecommunications (Authorisation for provision of Principal Telecommunication Services) Rules, 2026.

(ii) breach by the new authorised entity of any terms and conditions of the authorisation.

(iii) any failure by the new authorised entity to pay, in whole or in part, all fees, pending dues, or charges in accordance with the terms and conditions of the authorisation.

3. We, the Bank, hereby irrevocably and unconditionally guarantee as primary obligor and not merely as surety to pay to the Authority, on first written demand and without cavil or argument, any amount within the limits of Rs. _____(Amount of guarantee) (in words _____) claimed by the Authority as being due or payable on account of—

   (i) failure to pay, in whole or in part, any authorisation fee, spectrum charges linked to adjusted gross revenue, penalty, interest, charge, levy or any other amount payable under the authorisation or assignment;

   (ii) non-payment of dues arising out of penalties imposed by the Central Government; or

   (iii) breach of any term or condition of the authorisation or assignment.

4. We, the Bank, do hereby declare and agree that the decision of the Authority shall be final and binding on the Bank regarding the following, namely:—

   (i) whether the new authorised entity has failed to pay the authorisation fee, spectrum charges linked to adjusted gross revenue or any other fees, charges or any part thereof payable under the authorisation;

   (ii) whether the new authorised entity has failed to perform, observe, comply with or discharge its obligations under the terms and conditions of the authorisation;

   (iii) the amount payable to the Authority by the Bank under this guarantee.

5. We, the Bank, do hereby declare and agree that—

   (i) the guarantee herein contained shall remain in full force and effect for at least one year from the date hereof and that it shall continue to be enforceable throughout the duration of authorisation, and shall be renewed or replaced from time to time in accordance with the terms and conditions of the authorisation, until all dues under the authorisation have been fully paid and its claims satisfied or discharged or till Authority satisfies that the terms and conditions of the said authorisation have been fully and properly carried out by the said new authorised entity and accordingly discharges this guarantee, or till such time the Authority releases such guarantee.

   (ii) no change or variation of the terms and conditions of the authorisation shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change or variation. The Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said authorisation or to extend time of performance of any obligations by the said new authorised entity from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said new authorised entity and to forbear or to enforce any of the terms and conditions relating to the said authorisation and we shall not be relieved from our liability by reason of any variation or extension being granted to the said new authorised entity or forbearance act or omission on the part of the Authority or any indulgence by the Authority to the said new authorised entity or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(iii) any claim which we have against the new authorised entity shall be subject to the prior payment and performance of our obligations hereunder, and that we will not without prior consent of the Authority in writing, exercise any legal right or remedy of any kind in respect of such payment or performance so long as our obligations hereunder remains applicable.

(iv) this guarantee shall be irrevocable and our obligations hereunder shall not be conditional upon any prior notice by us or by the new authorised entity.

6. We, the Bank, undertake that we shall not revoke this guarantee while it remains in force and effect, except with the prior consent of the Authority in writing.

7. We, the Bank, agree that the Authority may invoke this guarantee in whole or in part, on one or more occasions, and the Bank shall honour each such demand, provided that the aggregate amount paid under this guarantee shall not exceed Rs.______________(in words ____________________________________).

8. This guarantee shall also be operatable at our _________________________ branch located at <station/city> as required by the Authority, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and receipt thereof shall constitute a valid notice of invocation upon the Bank, and the Bank shall honour such invocation in accordance with the terms of this guarantee.

9. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _________________(in words ____________________) and the guarantee shall remain valid till _____________ (date of validity). The Bank is liable to pay the guaranteed amount or part thereof under this Bank Guarantee only and only if it receives a written claim or demand on or before___________________ (last date of claim).

Dated______________day____________.

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Signature and seal of
the guarantor

(Name of the Bank)

Format of Performance bond
[*See* rule 25(1)][2]

To

The President of India

WHEREAS in consideration of the President of India (hereinafter referred to as ‘Authority’) having agreed to grant a <*Type of Service*> Authorisation for the <*Name of service area*> service area to ____________ (hereinafter called ‘the new authorised entity’) under sub-section (1) of section 3 of the Telecommunications Act, 2023 and the applicable rules made thereunder:

AND WHEREAS it has been prescribed by the applicable rules that the new authorised entity shall submit a performance bond for an amount specified therein as security for compliance of all the terms and conditions of the authorisation, including but not limited to payment of the authorisation fee, spectrum charges linked to adjusted gross revenue, penalties imposed for contravention or breach of any of terms and conditions of the authorisation or non-compliance of the orders or directions or guidelines issued by the Central Government from time to time, and any other fee or charges payable under the authorisation:

AND WHEREAS we __________________(indicate the name, address, email address, contact no and other relevant particulars of the Indian insurance company) (hereinafter referred to as ‘the Insurer’) at the request of the new authorised entity have agreed to submit such performance bond:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to the Authority on behalf of the new authorised entity, for up to a total of Rs. ______________(in words_________________________), and we unconditionally and irrevocably guarantee that—

(i) the new authorised entity shall pay all the dues, including but not limited to the authorisation fee and any other fee, charges or amounts payable under the authorisation to the Authority.

(ii) the new authorised entity shall duly and faithfully perform and discharge all obligations, duties, responsibilities and conditions arising under the authorisation and under orders, directions, notifications or guidelines issued by the Central Government from time to time.

2. We, the Insurer, hereby undertake to pay the Authority an amount not exceeding Rs. _____________ (in words____________) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of—

(i) any failure of the new authorised entity to extend the validity of this performance bond or give a fresh performance bond in lieu thereof in accordance with the terms and conditions of the authorisation.

(ii) breach by the new authorised entity of any terms and conditions of the authorisation.

[2] The Telecommunications (Authorisation for Provision of Principal Telecommunication Services) Rules, 2026

(iii) any failure by the new authorised entity to pay, in whole or in part, all fees, pending dues, or charges in accordance with the terms and conditions of the authorisation.

3. We, the Insurer, hereby irrevocably and unconditionally guarantee as primary obligor and not merely as surety to pay to the Authority, on first written demand and without cavil or argument, any amount within the limits of Rs. _____(Amount of performance bond) (in words _____) claimed by the Authority as being due or payable on account of—
   (i) failure to pay, in whole or in part, any authorisation fee, spectrum charges linked to adjusted gross revenue, penalty, interest, charge, levy or any other amount payable under the authorisation or assignment;
   (ii) non-payment of dues arising out of penalties imposed by the Central Government; or
   (iii) breach of any term or condition of the authorisation or assignment.

4. We, the Insurer, do hereby declare and agree that the decision of the Authority shall be final and binding on the Insurer regarding the following, namely:—
   (i) whether the new authorised entity has failed to pay the authorisation fee, spectrum charges linked to adjusted gross revenue or any other fees, charges or any part thereof payable under the authorisation;
   (ii) whether the new authorised entity has failed to perform, observe, comply with or discharge its obligations under the terms and conditions of the authorisation;
   (iii) the amount payable to the Authority by the Insurer under this performance bond.

5. We, the Insurer, do hereby declare and agree that—
   (i) the performance bond herein contained shall remain in full force and effect for at least one year from the date hereof and that it shall continue to be enforceable throughout the duration of authorisation, and shall be renewed or replaced from time to time in accordance with the terms and conditions of the authorisation, until all dues under the authorisation have been fully paid and its claims satisfied or discharged or till Authority satisfies that the terms and conditions of the said authorisation have been fully and properly carried out by the said new authorised entity and accordingly discharges this performance bond, or till such time the Authority releases such performance bond.
   (ii) no change or variation of the terms and conditions of the authorisation shall in any way release us from any liability under this performance bond, and we hereby waive notice of any such change or variation. The Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said authorisation or to extend time of performance of any obligations by the said new authorised entity from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said new authorised entity and to forbear or to enforce any of the terms and conditions relating to the said authorisation and we shall not be relieved from our liability by reason of any variation or extension being granted to the said new authorised entity or

forbearance act or omission on the part of the Authority or any indulgence by the Authority to the said new authorised entity or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(iii) any claim which we have against the new authorised entity shall be subject to the prior payment and performance of our obligations hereunder, and that we will not without prior consent of the Authority in writing, exercise any legal right or remedy of any kind in respect of such payment or performance so long as our obligations hereunder remains applicable.

(iv) this performance bond shall be irrevocable and our obligations hereunder shall not be conditional upon any prior notice by us or by the new authorised entity.

6. We, the Insurer, undertake that we shall not revoke this performance bond while it remains in force and effect, except with the prior consent of the Authority in writing.

7. We, the Insurer, agree that the Authority may invoke this performance bond in whole or in part, on one or more occasions, and the Insurer shall honour each such demand, provided that the aggregate amount paid under this performance bond shall not exceed Rs.__________________(in words ______________________).

8. This performance bond shall also be operatable at our ________________________ branch located at <station/city> as required by the Authority, from whom, confirmation regarding the issue of this performance bond or extension/ renewal thereof shall be made available on demand. In the contingency of this performance bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and receipt thereof shall constitute a valid notice of invocation upon the Insurer, and the Insurer shall honour such invocation in accordance with the terms of this performance bond.

9. Notwithstanding anything contained herein before, our liability under this performance bond is restricted to Rs. _________________(in words ____________________) and the performance bond shall remain valid till _____________ (date of validity). The Insurer is liable to pay the guaranteed amount or part thereof under this performance bond only and only if it receives a written claim or demand on or before____________________ (last date of claim).

Dated__________day____________.

____

Signature and seal of
the guarantor
(Name of the Insurer)

Witness:

1________________________ 2______________________

______________________ ________________________