



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

No. BTRC/LL/ITC(369)/2011-178

Date: 31-03-2011

**REGULATORY AND LICENSING GUIDELINES
FOR INVITATION OF OFFERS/PROPOSALS**

FOR

ISSUING LICENSE

TO

BUILD, OPERATE AND MAINTAIN

INTERNATIONAL TERRESTRIAL CABLE (ITC)

SYSTEMS AND SERVICES

IN

BANGLADESH

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Bangladesh Telecommunication Regulatory Commission

IEB Bhaban, Ramna, Dhaka-1000

No. BTRC/LL/ITC(369)/2011-180

Date: 31-03-2011

Invitation to offers/proposals for granting License for International Terrestrial Cable (ITC) Systems and Services

1. The Bangladesh Telecommunication Regulatory Commission (the Commission) invites offers/proposals from eligible Bangladeshi (resident citizens, Non-Resident Bangladeshi (NRB), proprietorship/partnership firms under the Partnership Act, 1932 and companies registered with the 'Registrar of Joint Stock Companies and Firms' under the Companies Act, 1994 in Bangladesh) entities (company/firm) for granting License to build, operate and maintain International Terrestrial Cable (ITC) Systems and Services. Only entities having adequate financial, technical and organizational capability to serve in this field, in national level, will apply with an updated list of their business record and record of experiences.
2. The applicant companies/partnership firms shall have to be registered with Registrar of Joint Stock Companies and Firms, as well as with the concerned chamber of commerce and industries (if applicable).
3. The prescribed application form along with general terms and conditions are included in the "Regulatory and Licensing Guidelines for Invitation of Offers/proposals for Issuing License to Build, Operate and Maintain International Terrestrial Cable (ITC) Systems and Services in Bangladesh" (No. BTRC/LL/ITC(369)/2011-178, Date: 31-03-2011) which is available in the BTRC website: www.btrc.gov.bd
4. All applications duly sealed are to be submitted in the box kept in the Commission, IEB Bhaban, Ramna, Dhaka-1000 addressing the Chairman, Bangladesh Telecommunication Regulatory Commission at or before 12.00 hrs on 3rd May, 2011. The sealed application will be opened by the representative of BTRC at 12.30 hrs in the office of the Commission on the same day in the presence of the applicants or their representatives who will be present. No application will be received after the deadline.
5. The Commission will issue maximum 3 (three) Licenses for International Terrestrial Cable (ITC) Systems and Services in Bangladesh under the International Long Distance Telecommunication Policy, 2010 and as per the terms and conditions of the guidelines made for the purpose. The Government reserves the right to reduce the number of International Terrestrial Cable (ITC) Systems and Services License.
6. The Commission shall follow the Licensing Procedure Regulations, 2004 to issue the International Terrestrial Cable (ITC) Systems and Services License as laid down in the Regulatory and Licensing Guidelines.
7. Any offers/proposals submitted which does not comply with the terms and conditions of the above regulatory and licensing guidelines, will not be accepted.
8. The Commission reserves the right to accept or reject any or all offers/proposals without assigning any reason therefor.
9. Any applicant may communicate in writing for further clarification on the subject with the Deputy Director, Legal and Licensing Division, Bangladesh Telecommunication Regulatory Commission, during office hours on working days till 17th April, 2011, which may be addressed in the BTRC website accordingly.

Deputy Director
Legal and Licensing Division,
BTRC





BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION
REGULATORY AND LICENSING GUIDELINES
FOR ISSUING LICENSE TO
BUILD, OPERATE AND MAINTAIN
INTERNATIONAL TERRESTRIAL CABLE (ITC) SYSTEMS AND
SERVICES IN BANGLADESH

1. INTRODUCTION

- 1.1 The Bangladesh Telecommunication Regulatory Commission (the “Commission”) is empowered under section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) (As amended), to issue Licenses for the operation and provision of telecommunication services, and to determine the eligibility criteria and other general terms and conditions of Licenses.
- 1.2 Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue Guidelines on Licensing procedure to build, operate and maintain International Terrestrial Cable (ITC) Systems and Services for Bangladesh as envisaged in ILDTS policy 2010.
- 1.3 These Guidelines, along with the terms and conditions of the Licenses, should be read in conjunction with the Act, any subsequent legislation, and prevalent laws or sector policies framed by the Government, and other rules, regulations, decrees, orders, decisions, guidelines, directives and documents of general application issued by the Government or the Commission from time to time.
- 1.4 These Guidelines may be withdrawn, revised, updated or amended from time to time, without any prior notice, to take into consideration various factors including, but not limited to, any threat to public health, national security and statute or Court orders.

2. OBJECTIVES

- 2.1 These Guidelines have been prepared taking into account the objective of the Government to increase international connectivity, bandwidth availability and redundancy.
- 2.2 License to be issued under these Guidelines to reduce the risk of natural disaster and dependence on other international cable in Bangladesh.
- 2.3 These Guidelines are intended to provide an overview of the licensing and regulatory framework for Applicant(s) seeking to obtain License to build, operate and maintain ITC Systems and Services for Bangladesh.



- 2.4 License to be issued under these Guidelines will authorize an operator to build, operate and maintain high capacity optical fiber ITC Systems and Services to connect Bangladesh internationally.

3. DEFINITIONS, INTERPRETATIONS AND ABBREVIATIONS

The definitions and interpretations of the relevant terms, alongwith pertinent abbreviations, are annexed herewith as SCHEDULE-1 of APPENDIX-4.

4. GENERAL REQUIREMENTS

- 4.1 The Licensee shall build, operate and maintain the international Terrestrial Telecommunication network through terrestrial cables including access to multiple submarine cables and other terrestrial cables for international connectivity as provided in these guidelines.

- 4.2 The ITC license will be issued to an entity that fulfills the entire criterion set by the Commission and is able to provide reliable, cost effective and most diversified solution for international connectivity. These guidelines shall be applicable to the entity(s) applying for license.

- 4.3 The following are the principal legal statutes governing the telecommunication industry in Bangladesh:

- (a) The Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- (b) The Wireless Telegraphy Act, 1933 and The Telegraph Act, 1885, for matters which are not covered by the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- (c) The Bangladesh Telecommunication Regulatory Commission (Licensing Procedure) Regulations, 2004 (as amended).
- (d) The Bangladesh Telecommunication Regulatory Commission (Interconnection Regulations, 2004).
- (e) Any Act of Parliament or Ordinance and the Regulation(s) made or to be made by the Commission.
- (f) All Agreements/Memorandums of Understanding executed by the applicant, related to the licensing conditions provided in the instant guidelines, shall be exclusively governed as to all matters, including validity, construction and performance, by and under the laws of Bangladesh.

- 4.4 Applicant(s) shall be disqualified from obtaining a License, if any listed in sub clauses below applies to its owner(s) or to any of its director(s) or partner(s) or to the applicant(s) himself :

4.4.1 He is an insane person;

4.4.2 He has been sentenced by a court under any law, other than this Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;

4.4.3 He has been sentenced by a court for committing of any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;



- 4.4.4 He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- 4.4.5 He has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
- 4.4.6 His License has been cancelled by the commission at any time during the last 5 (five) years;
- 4.4.7 If prosecution is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for any violation of the Act or License conditions.
- 4.4.8 If any charge is pending against the applicant(s) or its owner(s) or shareholder(s) or any of its director(s) or partner(s) for any violation of the Act or license conditions or any other illegal activities.
- 4.5 In addition to the mandatory grounds for disqualification for applying for a License referred to in clause 4.4, the Commission shall also consider whether the applicant(s) satisfies other criteria including but not limited to:
- 4.5.1 Whether the applicant(s) has sufficient management and financial capacity to operate the activities pertaining to build, operate and maintain ITC Systems and Services for which the License will be awarded;
- 4.5.2 How far the issuance of the License will serve the public interest and national security.
- 4.6 **Requirement for the Foreign Operator**
- 4.6.1 The foreign operator must have a valid license from the relevant government Telecom Authority of its country to operate national transmission network having sufficient leasing capacity from international access.
- 4.6.2 Foreign operator should possess at least 05 (five) years of experience in operation of transmission systems.
- 4.6.3 The foreign operator must submit permission from the relevant government Telecom Authority of its country to build terrestrial cable with a licensed operator in Bangladesh.
- 4.6.4 The foreign operator must have global connectivity.
- 4.6.5 The foreign operator must agree to build with initial capacity of STM-64 between the end points.
- 4.6.6 The foreign operator shall have a “ONE STOP SHOPPING (OSS)” arrangement with the licensee to effectively cater respective customers.
- 4.6.7 Foreign operator must have its national transmission network that covers Bangladesh border area for entry points to Bangladesh with redundancy.
- 4.7 **Scope of License**
- 4.7.1 Build, operate and maintain ITC, including Terrestrial Cable Landing Station (TCLS) and associated works or facilities.



- 4.7.2 Build, operate and maintain or arrange Optical Fiber Cable (OFC) backhaul upto TCLS under this license.
- 4.7.3 Licensee shall arrange OFC connectivity from TCLS to any other location of Bangladesh as per infrastructure sharing guidelines with written prior permission of the Commission.
- 4.7.4 Authorize the Licensee to sell or lease capacity to the followings, within the framework of the Licensing Guidelines and with the approval of the Commission:
- I. International Gateway (IGW) License holders.
 - II. International Internet Gateway (IIG) License holders.
 - III. Authorized International Private Leased Circuit (IPLC) Users.
 - IV. Any other authorized entity as approved by BTRC.
- 4.7.5 The licensee(s) shall be able to sell its capacity from its PoPs nationwide.

4.8 **Number of Licenses**

The Commission will issue maximum 3 (three) Licenses for International Terrestrial Cable (ITC) Systems and Services in Bangladesh under the International Long Distance Telecommunication Policy, 2010 and as per the terms and conditions of the guidelines made for the purpose. The Government reserves the right to reduce the number of International Terrestrial Cable (ITC) Systems and Services License.

4.9 **Network Rollout**

The Licensee shall established and complete the International Terrestrial Cable Systems and Services within 6 (six) months from the date on which the license shall come into force. In case of failure of commencement within the stipulated time, 10% of the Performance Bank Guarantee will be encashed for each month or its fraction thereof. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

4.10 **Duration of License**

The duration of the License, shall initially be for a term of 15 (Fifteen) years. Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 5 (Five) years in duration subject to the approval from the Commission and to such conditions, including the payment of any fees, as may be specified herein or by the Commission.

4.11 **Eligibility**

ITC Licenses will be issued to Bangladeshi entities (resident citizens, non-resident Bangladeshi (NRB), proprietorships, partnerships and companies registered with the 'Joint Stock of Companies and Firms'). Foreign entities (citizens, companies (subsidiary or holding whatsoever) or firms) are not eligible to be Owners/ Directors/ Shareholders/ Investors/ Partners of these licensee entities.

4.12 **License Awarding Procedure**

- 4.12.1 A selection method for the evaluation of applications based on submission of applicant's information/documents shall be used to evaluate the Applicant(s). The applicant(s) will be evaluated on the basis of the evaluation criteria set in Appendix-2.



- 4.12.2 The Commission will examine each license application for eligibility,
- 4.12.3 The Commission, upon evaluation, will award the license to the appropriate Applicant who shall fulfill the eligibility criteria, terms and conditions of these guidelines to build, operate and maintain an ITC Systems and Services through terrestrial cables to get access to multiple submarine cables and other terrestrial cables.
- 4.12.4 The successful applicant shall be listed in a descending order according to their total score obtained in evaluation.
- 4.12.5 The applicants obtaining 1st highest, 2nd highest and 3rd highest scores shall be primarily selected for ITC licenses according to the provisions of APPENDIX-2. The total number of ITC license to be issued by the Commission/Government shall be decided according to the report of the evaluation committee.
- 4.12.6 The Commission reserves the right and authority either to accept or to reject any application at any time without assigning any reason whatsoever.
- 4.13 **Ready For Customer Service (RFCS) Date.** The ITC Systems and Services should be operational and ready for customer service within 6 (Six) months from the date of awarding License.
- 4.14 **Network Design**
- 4.14.1 **Location of TCLS.** TCLS(s) to be located on the trans-border areas. The location of the TCLS will be decided by the Commission, in consultation with the Licensee.
- 4.14.2 There shall be minimum 01(One) alternative route to planned POPs from TCLS.
- 4.14.3 The proposed network must have detail route plan from trans-border point to International Point of Interconnection (IPOI).
- 4.14.4 The licensee is encouraged to deploy energy efficient solution supporting the green telecommunication specification.
- 4.14.5 The Applicant shall indicate its proposed technology, network topology and it's, designed System capacity in the network Rollout Plan that can be utilized by the users. Applicant shall deploy scalable technology so as to meet the growing international bandwidth demand of Bangladesh in future. The Applicant(s) shall not connect to the system(s) any equipment or system that does not comply with the standard telecommunication equipment/system.
- 4.14.6 ITC network shall ensure 99.9% service availability.
- 4.14.7 ITC Licensee shall provide 24/7 support to customers and be manned by qualified personnel.
- 4.15 **Access, Co-location and Landing Facilities.** Provide access, co-location and landing facilities, to other licensee(s).
- 4.16 **National Security, Emergencies and National Needs.**
- 4.16.1 The location of the cable (in the route) may have to be changed/ shifted or necessary additional protection measures shall have to be ensured, if so required for National Security, Gas or Oil Exploration, considerations and for any other National needs.



- 4.16.2 Licensee shall facilitate and cooperate with all relevant government bodies, departments and official agencies in the event of national emergencies or where issues of national security arise.
- 4.16.3 In the event of any war or war situation, internal national disorder, urgent state of affairs or situations demanding national security, the Government may require or use equipment and the system used by the Licensee.
- 4.17 **Environmental Impact Assessment.** The Commission reserves the right to require the licensee to file environmental assessment by an independent agency should it determine that the cable route, landing of the cable at the specific location and construction of necessary cable landing station may impact the environment within the meaning of regulations issued by concerned government authorities.
- 4.18 **Additional Licenses, Permits, Authorizations etc.** Licensee shall remain responsible to obtain all necessary domestic (in Bangladesh) and international licenses, permits, authorization, permissions etc. in connection with these licensing provisions.
- 4.19 **Interruptions to the Services.** The Licensee shall not interrupt or suspend the operation of its network (international telecommunications) facilities (or any part thereof) in the normal course of business. In case of maintenance or unavoidable circumstances for temporary interruption, the licensee shall have to obtain prior written approval of the Commission and provide reasonable advance notice to all stake holders to be affected by such interruption or suspension.
- 4.20 **Quality of Service (QoS) Requirements.**
- 4.20.1 The Licensee shall achieve the QoS standards as set out by the International Telecommunication Union (ITU) and also by the Commission from time to time and maintain records of the same. The Commission may inspect those records and the Licensee shall furnish certified copies of such reports to the Commission upon demand or at scheduled intervals.
- 4.20.2 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without prior notice and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission.
- 4.20.3 If the Licensee does not meet the QoS standards, the Commission may impose the penalties set out by the Commission from time to time.
- 4.21 **Inspection and Access to Information.**
- 4.21.1 The Commission or its authorized representative(s) shall have the right to enter and inspect all places, premises and cable laying or maintenance works related to the Bangladesh portion of the ITC System.
- 4.21.2 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the Licensee's business for the purpose of enabling the Commission to perform its functions under the Act and provisions in the License, whenever deem necessary.
- 4.22 **Financial & Technical Audit.** The Commission may audit the procedure, systems and documents to be satisfied about the compliance of the conditions of the license and the directions issued by the Commission, and to examine the propriety of the reporting system of the Licensee, and to give directions on these matters.



- 4.23 **Initial Public Offering (IPO).** Each Licensee shall float Initial Public Offer (IPO) as per the policy/guidelines/directions/rules of the Security Exchange Commission of Bangladesh and in accordance with other prevailing laws of Bangladesh within 08 (eight) years from the date of awarding the license. No permission will be required from the Commission for transfer of shares in secondary market after floating IPOs.

5. FEES AND CHARGES

5.1 Fees and Charges

1.	Application Fee	Taka 1 (One) Lakh
2.	License Acquisition Fee	Taka 2 (two) Crore
3.	Annual License Fee	Taka 50 (fifty) Lakh
4.	Gross Revenue Sharing	1% (one percent)
5.	Performance Bank Guarantee	Taka 1 (one) Crore
6.	Security deposit	Taka 20 (twenty) Lakh

- 5.2 The Licensee shall pay all the required fees within the stipulated time frame given hereafter. All fees, charges etc. paid by the Licensee are non-refundable and are payable in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh mentioned in the Bangladesh Bank Order 1972. All payments must be made in BDT on/before the due date for payment.

- 5.3 **Application fee.** The applicant shall submit the application fee of Taka 1 (One) Lac only in the form of pay order / bank draft and payable in favour of Bangladesh Telecommunication Regulatory Commission with the offers/proposals which is non refundable.

- 5.4 **The License Acquisition Fee.** The License Acquisition Fee will be Taka 2 (Two) Crore. The license will be issued after payment of the License Acquisition fee within 30 (thirty) days after notification of award of license. Failing to pay the License Acquisition fee in due time will result into cancellation of the awarding of ITC license and the security deposit of the relevant applicant will be forfeited.

- 5.5 The Licensee, after the payment of the License Acquisition fee shall for the second and subsequent years of operation, from RFCS date, pay annual License fees comprising of the,

- 5.5.1 **Annual License Fee.** A sum of Taka 50 (Fifty) Lakh payable by the Licensee in advance from the first anniversary of the date of the License; and

- 5.5.2 **Revenue Sharing.** The Licensee shall pay 1% (One percent) of the annual audited gross revenue of the Licensee, which is to be paid on a quarterly basis within the first 10 (ten) days at the end of each quarter. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 (ninety) days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off any excess amount against quarterly payments in the next year. The percentage of revenue to be shared may be changed from time to time by the Commission and the licensee shall abide by it.

- 5.5.3 The annual license fee and the amount of revenue to be shared has to be paid within due time. The amount due may be paid till 60 (sixty) days after the due date by paying late fee at the rate of 15% (fifteen percent) per annum as compensation to the Commission. If the amount is not paid within the 60 (sixty) days as stipulated, may result in cancellation of the License.



6. PERFORMANCE BANK GUARANTEE

- 6.1 The licensee shall submit Performance Bank Guarantee of Taka 1 (One) Crore in favor of Bangladesh Telecommunication Regulatory Commission within 30 (thirty) days from the date of issue of the license according to the format given in SCHEDULE-2 of APPENDIX-4.
- 6.2 The minimum validity of the Performance Bank Guarantee shall be 01 (one) year from the date of issuance of the license in the prescribed form as designed by the Commission issued by a scheduled bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. 127 of 1972)].
- 6.3 After establishment of the ITC Systems and Services the Licensee must come into operation from RFCS date to the satisfaction of the Commission, the Performance Bank Guarantee will be released to the Licensee within 90 (ninety) days from the said RFCS date after submission of application to the Commission. The Performance Bank Guarantee will be encashed, if the Licensee fails to come into operation within the stipulated RFCS date i.e. within the stipulated time.
- 6.4 After establishment of the ITC within the stipulated time to the satisfaction of the Commission as per Technical Requirements appended as Appendix-2 herein, the Performance Bank Guarantee shall be released in favour of the Licensee. In case of failure of commencement within the stipulated time, 10% of the Performance Bank Guarantee will be encashed for each month or its fraction. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

7. SECURITY DEPOSIT

- 7.1 The Applicant(s) shall submit Taka 20 (Twenty) Lakh as security deposit in the form of bank draft or pay order to the Commission while submitting the offers/proposals. This security deposit will be refunded to the unsuccessful applicants within 30 (thirty) days of the submission of application of refund of security money to the Commission without bearing any liability towards interest, indexation, inflation or deflation.
- 7.2 The security money of the successful applicant will be adjusted towards the License acquisition fee.

8. TARIFFS AND PRICING

- 8.1 The Licensee shall, before selling or leasing Capacity or provide facilities, like providing access, co-location, etc. submit to the Commission in writing:
- I. A tariff chart / schedule containing the maximum and minimum charges that it proposes to charge for such purposes, and its justification for the charges;
 - II. The description of the sale or lease and facilities, the terms and conditions and all other relevant information which it proposes to publish to its customers. The information to be published must be in a form that is readily available, current and easy to understand.
 - III. Application forms for all types of capacity sale and for providing facilities.
- 8.2 The Licensee shall not sale or lease capacity or provide any facilities before obtaining the written approval of the Commission for its tariff and shall comply with conditions as may be imposed by the Commission.



- 8.3 The Licensee shall have to obtain the written approval of the Commission before making any changes to the approved tariffs and charges.

9. ACCOUNTING SYSTEM

- 9.1 The Licensee shall maintain separate accounts and other records, in accordance with acceptable accounting practices. The Licensee shall at all times, maintain full and accurate books of accounts and other records reflecting all financial matters, in accordance with the sound and acceptable accounting practices. The Commission reserves the right to issue accounting guidelines to the Licensee from time to time.
- 9.2 The Licensee shall submit certified copies of its financial records and yearly audited accounts to the Commission. The Commission shall have the access to originals of such records and accounts as and when required.
- 9.3 The Licensee shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues. The Commission shall have the access to computerized accounting system of the licensee as and when deemed necessary by the Commission.
- 9.4 All financial transactions (in local and foreign currency) in relation to the License must be through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972. The Licensee shall inform the Commission of the details of the accounts in operation. The Licensee shall have to submit monthly statement of all the accounts to the Commission within 10th day of the following Gregorian calendar month.

10. CHANGES IN MANAGEMENT STRUCTURE

- 10.1 The Licensee shall seek written approval of the Commission before making any change in its ownership or shareholding. Any change in the ownership or shareholding shall not be valid or effective without the prior written approval of the Commission.
- 10.2 The Licensee shall neither transfer any share nor issue new shares without prior written permission of the Commission.
- 10.3 Any breach of the above conditions contained in the license may result into cancellation of the license.

11. CONFIDENTIALITY OF THE ROUTE SURVEY ASSESSMENT REPORT

All reports associated with route survey along with its drafts, must not be provided to any third party without the prior permission of the Commission.

12. PERFORMANCE MONITORING & LAWFUL INTERCEPTION (LI) COMPLIANCE

The licensee shall have the performance monitoring system which will be connected to the BTRC premises with necessary equipment and software for monitoring as and when required by the Commission. Provision has to be catered for providing necessary hardware, software and connectivity to the Commission and National Monitoring Centre (NMC)/Law Enforcement Agency (LEA) for mentioned LI Requirements on the directive of the Commission.

13. PROVIDING AND SHARING OF FACILITIES

All Gateway Operators are required to get connected to more than one International Long Distance Cable (ILDC) system for redundancy. The Commission has the right to fix this percentage of traffic at any time depending on the market scenario.



14. TRAFFIC SHARING OF FACILITIES

The Commission has the right to fix the percentage of traffic at any time depending on the market scenario among the all International long Distance Cable (ILDC) operators.

15. INFORMATION, INSPECTION AND REPORTING

- 15.1 The Licensee shall furnish necessary information and other related matters as may be sought by the Commission from time to time.
- 15.2 The Commission or any person authorized by the Commission shall have unfettered right and authority to take the copies of records, documents and other information relating to the Licensee's business, for the purpose of enabling Commission to perform its functions under the Act, regulations and provisions in the License.
- 15.3 The Commission or its authorized representatives shall have free access to the installations and equipment of the licensee and shall have each and every right and authority to inspect such installations at any time and the Licensee shall always provide all sorts of cooperation and assistance including but not limited to use of suitable office accommodation for the purpose of inspection, tests and monitoring.

16. REPORTS

- 16.1 The Licensee shall furnish the information on the type and capacity of its installations, the number of active subscribers, the number and type of end-user connectivity, pending demand, QoS reports, traffic data of each installation as well as the type and capacity of the transmission links owned and taken on lease to the Commission on quarterly basis. In addition, the Licensee shall also be required to furnish any information on Systems, Services and Finance at any time if asked for by the Commission.
- 16.2 The Licensee shall publish Annual Report of the company within 3 (three) months of the end of each financial year. The Commission may, from time to time, issue guidelines for the purpose as regards its contents, which will be obligatory on the Licensee to follow. In addition, the Licensee shall submit to the Commission 5 (five) copies of the audited financial statement of the company that will contain its balance sheet, profit and loss account, cash flow statements, plant capacity, number of clients connected or waiting for connection etc.

17. AMENDMENTS

The Commission has the right and authority to change, amend, vary or revoke any of the terms and conditions of the License and also to incorporate new terms and conditions necessary for the interest of national security, or public interest, or any other reason, in consonance with the provisions of the Act and Regulations.

18. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

- 18.1 The Licensee shall take prior written permission of the Commission to take any loan. The License or share of the company shall not be assigned or pledged as security.
- 18.2 This License and any right acquired hereunder, whether wholly or partly shall not be transferable and such transfer, if any, without the permission of the Commission, shall be void.



18.3 The Licensee shall not subcontract out any part of the Services or the System without prior written permission of the Commission. The Licensee may appoint agents or independent contractors or sub-contractors to carry out works or provide services which enable the Licensee to discharge its duties and obligations under this License, provided the Licensee always remains liable for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

19. CANCELLATION, SUSPENSION OF LICENSE AND FINES

The Commission may cancel, suspend the License and impose fine and the Licensee shall be liable for action as per Bangladesh Telecommunication Regulation Act, 2001(as amended) on the following grounds including but not limited to –

- (i) that any information furnished in the Application form for obtaining the License is found incorrect/ false.
- (ii) that the Applicant has obtained the License hiding the information as mentioned below:
 - (a) He is an insane person;
 - (b) He has been sentenced by a court under any law, other than this Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
 - (c) He has been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
 - (d) He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
 - (e) He has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
 - (f) Any of his Licenses has been cancelled by the Commission at any time during the last 5 (five) years;
 - (g) If prosecution is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for illegal call termination using VoIP technology or for violation of the Act.
- (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the ITC License.
- (iv) that any share is transferred or issued or without prior written permission of the Commission.
- (v) that any of the condition of the guidelines and ITC License is violated.
- (vi) that the licensee has disclose or is involved with the disclosure of any information to anybody/ performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony.



- (vii) that the Licensee is liquidated, bankrupt or insolvent, or that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee itself or a third party against the Licensee;
- (viii) that the Licensee has ceased to carry on business mentioned in this license;
- (ix) that the licensee hides any information for any tariff package, or any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities; or
- (x) that the Licensee violates or purports to violate any sections/terms and/or conditions under the Act/Any Regulations/Rules/Guidelines/Bye-laws/Directives/Instructions/Orders/ Circulars/ Decisions of the Commission etc.

20. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

- 20.1 In the event of such suspension of the License under section 46 of the Act, the Commission may engage any agency or administrator by examining the financial position, profit and loss of the licensee. The rate and fees of agency/administrator on such tenure shall be decided by the Commission to operate and maintain the systems and services in order to continue with and fulfill the obligations of the licensee towards its subscribers. The Licensee shall not have any claim for any compensation or any right on the revenue for the same.
- 20.2 Cancellation or suspension of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.

21. POST LICENSE AWARD NECESSITIES

The Licensee shall furnish Time Frame for the submission of followings within 30 (thirty) days of obtaining the License:

- 21.1 Plan of Work.
- 21.2 Route Position List and Fiber Route Map and Network Architecture
- 21.3 Copy of Lease Agreements between the operators and impending customers.
- 21.4 Copy of Service Level Agreement for onward connectivity.
- 21.5 Copy of Construction and Maintenance Agreement (C&MA)
- 21.6 Provide Capacity Building for regulators as and when required by the Commission.
- 21.7 Additional information on any other related matter may be sought later.

22. APPLICATION FORM AND INSTRUCTIONS FOR COMPLETING APPLICATION FORM

- 22.1 The applicant shall submit Application/offer for ITC Systems and Services License to the Commission in the prescribed Form duly filled-in together/along with these guidelines from the BTRC's website and all other necessary attested documents and information indicated in the Application Form as appended with these Guidelines at APPENDIX-1. All the above documents to be duly signed and sealed by the authorized personnel of the applicant.



- 22.2 The application shall be made only by the applicant's authorized personnel. The Commission reserves the right and authority to reject the application if it is found that the information or documents provided for in the application is untrue, inaccurate or incomplete. Each page of the application including offer documents has to be authenticated / signed by the authorized personnel.
- 22.3 The applicant shall complete the Application Form (APPENDIX-1) with supporting documents and submit an Affidavit attested by the Notary Public according to the format provided in APPENDIX-3. He has to submit the information and supporting documents in line with evaluation criteria (APPENDIX-2) in separate envelop/Binder.
- 22.4 The Guidelines and application form shall be available in the website (www.btrc.gov.bd) of the Commission.
- 22.5 The applicant(s) shall submit 2 (two) copies of its application with all relevant documents of which 01 (one) shall be original.
- 22.6 The complete application has to be submitted to the Commission in CD (non scanned PDF Format) form too.

23. AFFIDAVIT

The applicant shall be required to submit Affidavit attested by Notary Public according to the format provided in APPENDIX: 3 of these guidelines.

24. STATUS

- 24.1 The information contained in this document is intended to assist interested parties in applying for the Licenses. It does not bind the Commission to any particular course of action in relation to the handling of any application, or to the terms of any License to be granted, or to grant any License to any party.
- 24.2 The Licensee shall comply with all terms and conditions of these guidelines and the License, applicable legislation including the Act and any applicable subsidiary legislation and all directives and directions issued by the Commission from time to time.
- 24.3 These guidelines shall form an integral part of the license and vice-versa.

25. MISCELLANEOUS

- 25.1 The Licensee shall also comply with the provisions of any existing enactment, the rules and regulations made there made thereunder by the Government and/or the Commission, and the changes and modifications including any new enactments as may be considered expedient and necessary from time to time.
- 25.2 The Commission reserves exclusive right and authority to explain or interpret any provision of these guidelines / the License, if any confusion arises regarding the actual sense or import of any provision of the License. The explanation of the Commission shall be final and binding on the Licensee.
- 25.3 Violation of any of the provisions of the Act or any regulations made thereunder or any other relevant law or any conditions of the License shall render the License to be cancelled /suspended or Commission may impose fine, as the case may be as per the provision of the Act.



- 25.4 The Licensee shall not engage in any anti-competitive conduct nor shall discriminate nor create any inconvenience to any person whatsoever.
- 25.5 The Appendix(s) and Schedules annexed herewith shall form integral part of the License and Guidelines.
- 25.6 All correspondences shall be in writing and shall be sent to the Licensee's registered place of business.
- 25.7 Unless otherwise stated –
- I. all headings are for convenience only and shall not affect the interpretation of the provisions of the License;
 - II. the words importing the singular or plural shall be deemed to include the plural or singular respectively;
 - III. any expression in masculine gender shall denote both genders;
 - IV. any reference in the License to a person shall be deemed to include natural and legal persons;
 - V. all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
 - VI. the term 'or' shall include 'and' but not vice versa;
 - VII. any reference in the License to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
 - VIII. references to Clauses, Sub-Clauses, Appendix, Annexure and Schedule are to Clauses, Sub-Clauses, Appendix, Annexure and Schedule to the License, respectively.
- 25.8 None of the provisions of the License shall be deemed to have been waived by any act of or acquiescence on the part of the Commission, but only by an instrument in writing signed / issued by the Commission. No waiver of any provision of the License shall be construed as a waiver of any other provision or of the same provision on another occasion.
- 25.9 These Guidelines and the License shall be governed by and construed in accordance with the laws of Bangladesh.



APPENDIX-1

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

LETTER OF TRANSMITTAL

For License to Build, Operate and Maintain International Terrestrial Cable (ITC) Systems and Services for Bangladesh

Information Requirement

SL.	Information required	Information furnished/compliance
1.	Application in a letter head pad	
2.	Identity of Applicant(s) Name of Person / Company/ Firm/ Partnership/ Joint venture/ Consortium / Society as the case may be.	
3.	Business Address and Registered Office Address and telephone number, facsimile number, e-mail and website details	
4.	Contact Person's Name and Position The person should be an appropriate senior level individual i.e. Chairman, Managing Director, Chief Operating Officer, Chief Executive Officer, Chief Technical Officer, Chief Commercial Officer, who would be an appropriate point of contact for general and/or technical enquiries.	
5.	Contact Person's Passport No. and National ID and Country of Issue With photocopy of the first six pages of the passport	
6.	Contact Number of the Contact Person Attached Signature including Telephone, Fixed & Mobile, Facsimile, E-mail and Postal contact details	
7.	List of the license(s) from the Commission (if any)	
8.	Disclosure of any criminal record or personal bankruptcy of any person relating to the business of the Applicant;	
9.	Relevant Experience in Telecommunication Sector	
10.	Certified copy of Certificate of Incorporation, Memorandum and Articles of Association.	
11.	For the Entity(s) (with or without partners), the offers/proposals for ITC Systems and Services should be submitted by those companies/firms which are registered with the Registrar of Joint Stock Companies and Firms, as well as with the concerned chamber of commerce and industries and hold a	



	certificate of Income Tax for the year 2009-2010, as well as a certificate issued by the Board of Investment (BOI) Bangladesh to operate the above services. Copies of the certification of registration as well as that of BOI should be submitted with the offers/proposals (if applicable).	
12.	Experience of the partner related to ITC Systems and Services (if any);	
13.	Supplementary documents to support Applicant(s)' offers/proposals (if any).	
14.	Summaries of financial results for the last five years (if any);	
15.	Signed and sealed the Regulatory and Licensing Guidelines by authorized personnel of the applicant.	
16.	<p>Shareholders of Applicant(s)</p> <p>Applicant(s) must provide information concerning their identity and composition of the Company. For each shareholder, holder of options, warrants, preference or loan capital or other security issued by the Applicant(s) the following information is sought:</p> <ol style="list-style-type: none"> I. Name, registered office, date and place of incorporation; II. Principal place of business and description of principal and existing business activity; III. Ultimate holding company; IV. Attested copies of last three years annual audited accounts (if any); V. Summaries of financial results for the last five years (if any); VI. Photocopy of first six pages of passport/Voter ID Card of each shareholder. <p>Where any party holds shares or other securities in the Applicant(s) as a trustee or nominee, this must be declared and the details requested above must be provided for the beneficial owner.</p> <p>Where the Applicant(s) has a large number of share holders, the above information must be provided for major shareholders. Broad details for the minority shareholdings, i.e. those with a small investment, will suffice. The Commission may request further information in this regard if it is thought to be necessary.</p> <p>Where the shareholder is a part of group, consolidated group financial information is also required.</p>	



17.	<p>Business or Company's / Firm's Structure Details</p> <p>For Applicant(s) that are corporate entities, include/submit copies of Certified true copies of Memorandum and Articles of Association and Certificate of Incorporation/registration or other equivalent documents.</p> <p>If Applicant(s) company is in the name of a consortium which includes one or more corporate members or partnerships, include/submit documents for each corporate member or partnership as applicable along with up to date clearance certificate of Income Tax (if applicable) for each and individual member of the consortium.</p> <p>If Applicant(s) is a partnership, provide copy of partnership deed and all other relevant documents.</p> <p>If Applicant(s) is a society or other organization, provide constitution of society and all other relevant documents.</p> <p>If the Applicant(s) is a Company/firm, provide documents of registration from the Registrar of Joint Stock Companies and Firms, as well as from the concerned Chamber of Commerce and Industries or equivalent trade bodies and also submit a clearance certificate of Income Tax paid (if applicable).</p> <p>List of the Board of Directors and Shareholders of each company or partners of a partnership firm and certificate demonstrating ownership interest shall have to be provided with the offers/proposals.</p>	
18.	<p>Consortium Information</p> <p>Where the Applicant(s) is a consortium or joint venture the following additional information are required:</p> <ol style="list-style-type: none"> I. The role and contribution of each consortium member in terms of resources, experience or expertise; II. Agreement between the members of the consortium; III. The Applicant(s)' details for the proposed management structure and corporate governance in the event it is awarded the License. 	
19.	<p>The Application fees, other fees and security deposit money payable in connection with this application shall be paid in the form of Bank Draft/ Pay Order made in favour of Bangladesh Telecommunication Regulatory Commission.</p>	



20.	<p>The applicant(s) will submit 2 (two) copies of its application/offer with all relevant documents of which 01(one) will be original while the other will be one text searchable soft copy in CD and Flash drive containing the complete application in non scanned PDF and MSWord Format. Each page of the application including tender documents has to be authenticated/ signed by authorized personnel.</p>	
21.	<p>Updated Trade License</p>	
22.	<p>Up to date Income Tax Clearance Certificate (if applicable) and TIN/BIN Certificate (attested photocopy).</p> <p>Copies of the certification of registration as well as that of BOI should be submitted with the offers/proposals.</p> <p>Copies of certificate from the concerned Chamber of Commerce and Industries or equivalent (In local for Bangladesh company and concerned country for foreign partner).</p>	
23.	<p>Profile of the Company Supplying Equipment / Cable.</p> <p>Company profile should include all relevant information including experiences. Certified copy of the proposed MOU between the applicant and the Supplier is to be provided. If the Supplying Company is more than one then certified copy of proposed MOUs are to be provided for all. Detail time frame for the supply of equipment / cable including manufacturing, PSI, shipment, installation, ready date etc. are to be mentioned in the proposed MOU.</p>	
24.	<p>Profile of the Cable Laying Company.</p> <p>Company profile should include all relevant information including experiences. Certified copy of proposed MOU between the applicant and the Cable Laying Company is to be provided. Where the Cable Laying Company is providing turnkey solution then all information relating to the time frame for the supply and installation are to be mentioned in the proposed MOU.</p>	
25.	<p>Ownership Arrangement</p> <p>In any arrangement proportion of the participant companies or firms in the Consortium / Joint venture/ Partnership</p>	



26.	All the documents and information as stating in APPRNDIX-2 shall be submitted in separate envelop/Binder with this application for Evaluation.	
27.	Executive Summary. Executive summary is to be provided highlighting the essentials.	

I/we declare that all the information furnished in this application form is true and correct. I/we understand that approval from the Commission for this application is based on information as declared in this application. Should any of the information as declared be incorrect, then any License granted by the Commission may be cancelled.

I/we also declare that I/we have read, understood and undertake to comply, with all the terms and conditions outlined or referred to in the Commission document entitled Regulatory and Licensing Guidelines for invitation of application for granting of license to Build, Operate and Maintain ITC Systems and Services in Bangladesh, and those terms and conditions included in the License to be issued to us/me, if this application is approved by the Commission.

Name & Designation & Company Stamp

Date



APPENDIX-2

LICENSE AWARDING PROCEDURE

The License will be awarded through an evaluation process. The Commission will form a Terrestrial Cable License Evaluation Committee (hereinafter referred to as the “Committee”) to evaluate the applications for Terrestrial Cable License. The Committee will evaluate the applications on the basis of the documents/information submitted by the applicant(s). After evaluation of the applications submitted, the Commission will select the successful applicants with their position and score obtained. The evaluation/selection criteria are as follows with the maximum marks:

1. OFFER EVALUATION CRITERIA

SL	ITEM DESCRIPTION	MARKS
1.	Business Offers/proposals with ownership patterns a) Company Profile of the Applicant and all its Partners or Joint venture or Consortium Members Associates b) Ownership Arrangement c) Business Offers/proposals with Prospects d) Project Cost (CAPEX & OPEX) - segment wise e) Internal Rate of Return (IRR), Pay Back Period (PBP), Debt Service Coverage f) Ratio (DSCR), Debt equity ratio, etc.	10
2.	<u>Previous Experience</u> a) Telecom related experience of the Applicant(s) b) Terrestrial and Submarine Cable related experience of the Foreign Operator(s) c) Experience with international terrestrial connectivity	10
3.	<u>Route Survey for Bangladesh Terrestrial Part</u> a) Node Locations and Layout b) Landing Location and Layout c) River Crossing Measures d) Environmental Factors e) Existence of Cable and Pipelines along with the Primary and Alternative Routes f) Threat Assessment	10
4.	<u>Route Description for Foreign Operator</u> a) List of Available Terrestrial Cables b) List and Layout(s) of Own Terrestrial Cables(s) c) Installed Capacity of Own Terrestrial Cable(s) d) Available Capacity on Each Own Terrestrial Cable(s). e) List of Services Available i.e. IPLC, IP Transit, POP, MPLS f) List of Other Terrestrial Cables, Domestic and International submarine Cables (Terabit) Connected with its Own Terrestrial Networks g) Terrestrial connectivity in South-East Asia.	10



5.	<p><u>Route Description for International Submarine Cable for Foreign Operator [Ref. APPENDIX-2, Clause-1 {Sl. 4(f)}]</u></p> <p>a) Location, List and capacity/ownership of Available Submarine Cables across the globe.</p> <p>b) Location, List and Layout of Own Submarine Cable(s) Connected with Own Terrestrial Cable(s)</p> <p>c) Installed Capacity of the Own Submarine Cable</p> <p>d) Available Capacity on Each Submarine Cable.(s)</p> <p>e) List of Services Available on Own Submarine Cable(s) : i.e. IPLC, IP Transit, POP ,MPLS</p> <p>f) List of Countries Connected Under the Own Submarine Cable Network</p> <p>g) Uptime statistics from first PoP (of proposed terrestrial cable) to submarine cable landing stations.</p> <p>h) Availability of Govt approval for installation of terrestrial link with Bangladesh</p>	15
6.	<p><u>Types of Cable, Cable Route and Cable Protection for Bangladesh Part</u></p> <p>a) Description of Cable Protection Management</p> <p>b) Straight Line Diagram (SLD) including Description of the Proposed Routes</p>	5
7.	<p><u>Technical Configuration, Design Life Capacity for Bangladesh Part</u></p> <p>a) <u>Capacity Plan.</u></p> <p>Design Capacity. Minimum two fiber pair (fp) with multiple of STM-64 capacity.</p> <p>(i) <u>Initial Lit Capacity.</u> STM-64</p> <p>(ii) <u>Upgradation.</u> Tentative Road Map for upgrading the System is to be provided. System to be upgraded on nearing consumption of 80% (eighty percent) of existing capacity, till design capacity is reached, so as to ensure availability of capacity all the time.</p> <p>b) <u>Cable Configuration.</u></p> <p>(i) Cable length</p> <p>(ii) Repeater & Equalizers</p> <p>c) Detail Equipment Configuration.</p> <p>d) System Life</p> <p>e) Use of energy efficient equipment/green technology</p>	5
8.	<p><u>Work schedule / Time Frame</u></p> <p>The time frame should reflect the Road Map of the Proposed System.</p> <p>b) <u>Launching</u></p> <p>(i) Tentative contract signing schedule with all Contractors/ Suppliers.</p> <p>(ii) Tentative time frame for obtaining necessary licenses, permits and permissions from all concerned.</p> <p>(iii) Cable maintenance arrangement schedule.</p> <p>c) <u>Schedule of Supply of Equipment and Cable.</u> Probable dates are to be mentioned.</p>	5



	<p>d) <u>Laying of Cable, Installation of Equipment and Construction.</u> Probable dates are to be mentioned for the following:</p> <p>(i) Tentative schedule for laying Terrestrial Cable.</p> <p>(ii) Construction of Nodes.</p> <p>(iii) Installation of all Node Equipment, including LTE and SDH.</p> <p>e) <u>Power Supply.</u> Arrangement for Power Supply at Nodes.</p> <p>f) <u>Provisional Acceptance Test & RFCS Date.</u> RFCS date is within 6 (Six) months from the date of awarding License.</p>	
9.	<p><u>Network Administration (NA) and Network Operation Centre (NOC)</u></p> <p>Provide detail information on the NA and NOC. NOC should be located in Bangladesh. Planning, procedure and execution related to overall operation of the system are to be mentioned.</p>	3
10.	<p><u>Mutual Restoration</u></p> <p>Arrangement with existing ILDC system for mutual restoration and redundancy with the new cable system.</p>	2
11.	<p><u>Maintenance of the Terrestrial Cable Systems and Services</u></p> <p>a) Details of overall maintenance arrangement are to be provided.</p> <p>b) Maintenance arrangement of the terrestrial cable System. Nodes, including generators etc. are to be mentioned.</p> <p>c) Cable restoration Plan in case of natural disaster/national needs.</p>	5
12.	<p><u>Security Consideration</u></p> <p>Security planning and considerations are to be outlined:</p> <p>a) Details of overall System Security Arrangement- Segment wise</p> <p>b) Details of overall System Protection Arrangement- Segment wise</p> <p>c) Nodes including Power Supply.</p> <p>d) Security of the Redundancy Link.</p>	5
13.	<p><u>Quotation for end to end bandwidth price : As per Table-A</u></p> <p>The applicant to provide MRC and NRC of the Bangladesh segment as well as the overseas segment. But the price of the Bangladesh segment should be considered during evaluation.</p>	15

Note: All experience should be provided with supportive documents



Table-A

END TO END BANDWIDTH PRICE QUOTATION								
	A-End	B-End	Capacity	Price				Terms
				Bangladesh Segment		Overseas Segment		
				NRC	MRC	NRC	MRC	
1	Dhaka (Any Location)	London (Any Location)	STM-1					
			STM-4					
2	Dhaka (Any Location)	Singapore (Any Location)	STM-1					
			STM-4					
3	Dhaka (Any Location)	Hong Kong (Any Location)	STM-1					
			STM-4					
4	Dhaka (Any Location)	Malaysia (Any Location)	STM-1					
			STM-4					
5	Dhaka (Any Location)	UAE (Any Location)	STM-1					
			STM-4					
6	Dhaka (Any Location)	USA (East Coast) (Any Location)	STM-1					
			STM-4					
7	Dhaka (Any Location)	USA (West Coast) (Any Location)	STM-1					
			STM-4					

2. COMBINED EVALUATION OF TECHNICAL & BANDWIDTH PRICE OFFER CRITERIA

(a) T^B = The total score obtained by the applicant in Technical & Business Criteria out of 85 marks.

(b) P = The total score obtained by the applicant in Bandwidth Price Offer out of 15 marks. The formula for determining the Bandwidth Price Offer Criteria scores is as follows:

$$P = 15 \times P^L / P^c$$

P is the Bandwidth Price Offer score, of the offers/proposals under consideration;

P^L is the lowest offered bandwidth price offers/proposals among all the applicants qualified in Technical & Business Criteria;

P^c is the Bandwidth Price Offer under consideration.

(c) The total score (T) of an applicant shall be calculated by adding the obtained score of the applicant in Technical & Business Criteria (T^B) and Bandwidth Price Offer (P) as follows:

$$T = T^B + P$$

According to the above formula the successful offerers will be listed in descending order according to their total score obtained in the evaluation process.



- (d) The applicants obtaining 1st highest, 2nd highest and 3rd highest scores will be primarily selected for ITC licenses according to the provisions of APPENDIX-2. The total number of ITC license to be issued by the Commission/Government shall be decided according to the report of the evaluation committee. In order to ensure diversity, uninterrupted telecom services and capacity building in international connectivity, the number of licenses shall be decided by the Commission/Government after examining the evaluation report. Licenses will be awarded by the Commission as per the evaluation of submitted offers/proposals.
- (e) The Commission will notify to the selected highest scorer(s) to receive the ITC license by depositing the License Acquisition fee to the Commission within 30 (thirty) days after the date of notification of awarding license.
- (f) This license acquisition fee will be inclusive of offer security money. If the selected applicant fails to pay the license acquisition fee within the stipulated period as mentioned above, he shall lose the right of acquisition of ITC license and his/its offer security money will be forfeited.
- (g) In this case the ITC License shall be offered to the next highest total scorer in order of their position. If this highest total scorer fails to pay the License Acquisitions fee within the stipulated period i.e within 30 (thirty) days of notification he/it shall lose the right of acquisition of ITC license and his offer security money will be forfeited.
- (h) In the same way ITC Licensee will be offered to the next highest scorer. The commission will offer in this way to the successful offers which will be listed in descending order according to the total score obtained in the evaluation process, until successful offerer is found willing to acquire the ITC license.
- (i) If no successful offer in found ready to get the ITC license, in this case the decision of the Commission/Government is final.
- (j) The Commission shall forfeit the offer security money and all other amounts received from the defaulting offerer(s).
- (k) The license shall only be issued after payment of the License Acquisition Fee.

3. **DISQUALIFICATION OF APPLICANTS DURING EVALUATION PROCESS**

The Commission may, on the recommendation of the International Terrestrial Cable (ITC) License Evaluation Committee, disqualify any applicants and forfeit its money for any of the reasons set out below:

- (a) If a successful offerer abandons the offer or fails to pay the license Acquisition fee within 30 (thirty) days after the date of notification of awarding license.
- (b) Willful misrepresentation of any facts in any part of the initial application.
- (c) Illegal conduct in the evaluation procedure or improper attempts to influence the outcome, or delay or disrupt the process.
- (d) Any “corrupt practice” meaning the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in relation to licensing process provided in the guidelines.
- (e) Any “fraudulent practice” or misrepresentation of the facts in order to influence the results of the licensing process established by the Guidelines.
- (f) If the applicant is disqualified for any of the reasons set forth in these guidelines.
- (g) If the offerer fails to justify viability of his offer.



APPENDIX-3

AFFIDAVIT

The undersigned, _____, of legal age, and residing at

(Name of Official/Individual applicant)

_____ after having been duly sworn deposed states:
(Address)

1. That he/she is the _____
(Official Capacity)

of _____,
(Name of company/corporation/partnership/society/individual (the Applicant))

duly organized under the laws of _____.
(Name of Country)

OR

That he/she is the applicant for the License referred to below (the Applicant), a citizen of the Peoples Republic of Bangladesh.

2. That personally, and as _____ for and on behalf of
(Official Capacity)

the Applicant he/she hereby certifies:

a) That all statements made in the Applicant's application for a License to Build, Operate and Maintain ITC Systems and Services and in the required attachments to that application are true and correct;

b) That this certification is made for the expressed purpose of an application by _____ for License to Build, Operate and Maintain ITC Systems and Services for
(name)

Bangladesh from the Bangladesh Telecommunication Regulatory Commission;

c) The Applicant will make available to the Commission or any other of its authorized agencies any information they may find necessary to verify any item in the application or regarding its competence and general reputation;

d) That the Applicant (where the Applicant is an individual) or the owner of the Applicant or any of its directors or partners (where the Applicant is a company, corporation, partnership or society):

(i) is not an insane person;

(ii) has not been sentenced by a court under any law, other than the Bangladesh Telecommunication Regulation Act, 2001 (Act), to imprisonment for a term of 2 (two)



years or more, other than sentences where a period of 5 (five) years has elapsed since his/her release from such imprisonment;

- (iii) has not been sentenced by a court for commission of any offence under the Act other than sentences where a period of 5 (five) years has elapsed since his/her release from imprisonment; \
- (iv) has not been declared bankrupt by the court and has no liability of bankruptcy;
- (v) has not been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution
- (vi) has not been charged with illegally terminating calls by using VoIP technology;
- (vii) any license of his has not been cancelled by the Commission at any time during the last 5 (five) years;
- (viii) has no outstanding dues to the Commission.
- (ix) no proceeding is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for illegal call termination using VoIP technology or for violation of the Act/Any Regulations/ Rules/Guidelines/Bye-laws/Directives/ Instructions/Orders/ Circulars/ Decisions of the Commission etc.

That the undersigned is the Applicant or is duly authorized by the Applicant to make these representations and to sign this affidavit.

Director/Secretary/Partner/Duly Authorised Representative/Attorney/Individual

as or on behalf of the Applicant

WITNESSES

1. _____ 2. _____

Subscribed and sworn to before me

this _____ day of _____ 20 ____ at _____.

NOTARY PUBLIC



APPENDIX- 4

(Generic form of ITC License)



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

LICENSE

TO

**BUILD, OPERATE AND MAINTAIN
INTERNATIONAL TERRESTRIAL CABLE (ITC) SYSTEM**

ISSUED

TO

Under

THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001

ON

-----DAY OF -----2011





**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

LICENSE

TO

BUILD, OPERATE AND MAINTAIN

**INTERNATIONAL TERRESTRIAL CABLE (ITC) SYSTEMS AND
SERVICES**

LICENSE NO:

DATE :

--	--	--

In Exercise of the Powers
under section 36 of the Bangladesh Telecommunication Regulation Act, 2001
(Act No. XVIII of 2001 as amended)
BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION
is pleased to grant the license in favour of

.....
represented by its having registered office at

.....
ON NON-EXCLUSIVE BASIS
under the terms and conditions given in the following pages
including the schedules annexed hereto.



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BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB BHABAN, RAMNA, DHAKA-1000

No. BTRC/LL/ITC(.....)/2010-

Date: - -2011

LICENSE

TO

BUILD, OPERATE AND MAINTAIN

INTERNATIONAL TERRESTRIAL CABLE (ITC) SYSTEMS AND SERVICES

(Issued under section 36 of Bangladesh Telecommunication Regulation Act, 2001)

The Bangladesh Telecommunication Regulatory Commission (the “Commission”) has been granted powers under section 36 of the Bangladesh Telecommunication Regulation Act, 2001, as amended (the “Act”) to issue Licenses for the operation and provision of telecommunication services, and to determine the eligibility criteria and other general terms and conditions of Licenses.

Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue License on International Terrestrial Cable (ITC) System.

Therefore, in exercise of the powers under the provisions of the Bangladesh Telecommunication Regulation Act, 2001 Bangladesh Telecommunication Regulatory Commission is pleased to issue

LICENSE

To

.....represented by its Chairman/CEO/MD/Managing Partner/Proprietor having its registered office at as an operator to build, operate and maintain International Terrestrial Cable (ITC) System, subject to the terms and conditions detailed hereinafter.



1. INTERPRETATIONS AND DEFINITIONS

The interpretations and definitions of the terms used in this document are annexed herewith as SCHEDULE -1.

2. COMMENCEMENT AND DURATION OF THE LICENSE

2.1 The license shall come into force on this day of.....

2.2 Unless otherwise cancelled earlier, this License shall be valid for 15 (fifteen) years (“initial term”) from the date mentioned in sub-clause 2.1 hereinabove, subject to the payment of annual license fees, and compliance with the conditions laid down under the license and guidelines.

3. RENEWAL OF THE LICENSE

Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 5 (five) years in duration, subject to the approval from the Commission and to such conditions, including the payment of any fees, as may be specified herein or by the Commission. The Licensee shall submit the renewal application 6 (six) months prior to the expiry date of each term, initial or subsequent whatsoever.

4. SCOPE OF THE LICENSE

4.1 The ITC License issued by the Commission shall be a stand alone License which shall be independent of other types of Licenses.

4.2 This Licensee is authorized to -

4.2.1 build, operate and maintain ITC, including Terrestrial Cable Landing Station (TCLS) and associated works or facilities.

4.2.2 build, operate and maintain or arrange OFC backhaul upto TCLS under this license.

4.2.3 arrange Optical Fiber Cable (OFC) connectivity from TCLS to any other location of Bangladesh as per infrastructure sharing guidelines with written prior permission of the Commission.

4.2.4 to sell or lease capacity to the followings, within the framework of the Licensing Guidelines and with the approval of the Commission:

- I. International Gateway (IGW) License holders.
- II. International Internet Gateway (IIG) License holders.
- III. Authorized IPLC Users.
- IV. Any other authorized entity as approved by BTRC.

4.2.5 Sell its capacity from its PoPs nationwide.

5. LAW APPLICABLE

The following are the principal legal statutes governing the telecommunication industry in Bangladesh:



- (a) The Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- (b) The Wireless Telegraphy Act, 1933 and The Telegraph Act, 1885, for matters which are not covered by the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- (c) The Bangladesh Telecommunication Regulatory Commission (Licensing Procedure) Regulations, 2004 (as amended).
- (d) The Bangladesh Telecommunication Regulatory Commission (Interconnection Regulations, 2004).
- (e) Any Act of Parliament or Ordinance and the Regulation(s) made or to be made by the Commission.
- (f) The Laws as stated in these guidelines shall be applicable to the ITC Licensee. All Agreements/Memorandums of Understanding executed by the applicant, related to the licensing conditions provided in the instant guidelines, shall be exclusively governed as to all matters, including validity, construction and performance, by and under the laws of Bangladesh.

6. FEES AND CHARGES

6.1 The Commission shall impose upon the Licensee different fees and charges. Some of the charges or part thereof shall be in proportion to the Licensee's annual audited gross turnover.

6.2 Following fees and charges will be applicable to the Licensee:

1.	License Acquisition Fee	Taka 2 (two) Crore
2.	Annual License Fee	Taka 50 (fifty) Lakh
3.	Gross Revenue Sharing	1% (one percent)
4.	Performance Bank Guarantee	Taka 1 (one) Crore

6.3 The Licensee shall pay all the required fees within the stipulated time frame given hereafter. All fees, charges etc. paid by the Licensee are non-refundable and are payable in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh mentioned in the Bangladesh Bank Order 1972. All payments must be made in BDT on/before the due date for payment.

6.4 **The License Acquisition Fee.** The License Acquisition Fee will be Taka 2 (Two) Crore. The license will be issued after payment of the License Acquisition fee within 30 (thirty) days after notification of award of license.

6.5 The Licensee, after the payment of the License Acquisition fee shall for the second and subsequent years of operation, from RFCS date, pay annual License fees comprising of the -

6.5.1 **Annual License Fee.** A sum of Taka 50 (Fifty) Lakh payable by the Licensee in advance from the first anniversary of the date of the License; and

6.5.2 **Gross Revenue Sharing.** The Licensee shall pay 1% (One percent) of the annual audited gross revenue of the Licensee, which is to be paid on a quarterly basis within the first 10 (ten) days at the end of each quarter. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 (ninety) days of the

financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off any excess amount against quarterly payments in the next year. The percentage of revenue to be shared may be changed from time to time by the Commission and the licensee shall abide by it.

6.5.3 The annual license fee and the amount of revenue to be shared has to be paid within due time. The amount due may be paid till 60 (sixty) days after the due date by paying late fee at the rate of 15% (fifteen percent) per annum as compensation to the Commission. If the amount is not paid within the 60 (sixty) days as stipulated, it may result in cancellation of the License.

7. PERFORMANCE BANK GUARANTEE

7.1 The licensee shall submit Performance Bank Guarantee of Taka 1 (One) Crore in favor of Bangladesh Telecommunication Regulatory Commission within 30 (thirty) days from the date of issue of the license according to the format given in SCHEDULE-2.

7.2 The minimum validity of the Performance Bank Guarantee shall be 01 (one) year from the date on which the license shall come into force, in a prescribed form as designed by the Commission issued by a scheduled bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. 127 of 1972)].

7.3 After establishment of the ITC Systems and Services the Licensee must come into operation from RFCS date to the satisfaction of the Commission, the Performance Bank Guarantee will be released to the Licensee within 90 (ninety) days from the said RFCS date after submission of application to the Commission. The Performance Bank Guarantee will be encashed, if the Licensee fails to come into operation within the stipulated RFCS date i.e. within the stipulated time.

7.4 After establishment of the ITC within the stipulated time to the satisfaction of the Commission as per Technical Requirements of the guidelines, the Performance Bank Guarantee shall be released in favour of the Licensee. In case of failure of commencement within the stipulated time, 10% of the Performance Bank Guarantee will be encashed for each month or its fraction. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

8. NETWORK ROLLOUT

The Licensee shall established and complete the International Terrestrial Cable Systems and Services within 6 (six) months from the date on which the license shall come into force. In case of failure of commencement within the stipulated time, 10% of the Performance Bank Guarantee will be encashed for each month or its fraction thereof. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

9. NETWORK DESIGN

9.1 **Location of TCLS.** TCLS(s) to be located on the trans-border areas. The location of the TCLS will be decided by the Commission, in consultation with the Licensee.

9.2 There shall be minimum 01(One) alternative route to planned POPs from TCLS.

9.3 The proposed network must have detail route plan from trans-border point to International Point of Interconnection (IPOI).



- 9.4 The licensee is encouraged to deploy energy efficient solution supporting the green telecommunication specification.
- 9.5 The Applicant shall indicate its proposed technology, network topology and it's, designed System capacity in the network Rollout Plan that can be utilized by the users. Applicant shall deploy scalable technology so as to meet the growing international bandwidth demand of Bangladesh in future. The Applicant(s) shall not connect to the system(s) any equipment or system that does not comply with the standard telecommunication equipment/system.
- 9.6 ITC network shall ensure 99.9% service availability.
- 9.7 ITC Licensee shall provide 24/7 support to customers and be manned by qualified personnel.

10. POST LICENSE AWARD NECESSITIES

The Licensee shall furnish Time Frame for the submission of followings within 30 (thirty) days of obtaining the License:

- 10.1 Plan of Work.
- 10.2 Route Position List and Fiber Route Map and Network Architecture
- 10.3 Copy of Lease Agreements between the operators and impending customers.
- 10.4 Copy of Service Level Agreement for onward connectivity.
- 10.5 Copy of Construction and Maintenance Agreement (C&MA)
- 10.6 Provide Capacity Building for regulators as and when required by the Commission.
- 10.7 Additional information on any other related matter may be sought later.

11. TARIFFS AND PRICING

- 11.1 The Licensee shall, before selling or leasing Capacity or provide facilities, like providing access, co-location, etc. submit to the Commission in writing:
- 11.1.1 A tariff chart / schedule containing the maximum and minimum charges that it proposes to charge for such purposes, and its justification for the charges;
- 11.1.2 The description of the sale or lease and facilities, the terms and conditions and all other relevant information which it proposes to publish to its customers. The information to be published must be in a form that is readily available, current and easy to understand.
- 11.1.3 Application forms for all types of capacity sale and for providing facilities.
- 11.2 The Licensee shall not sale or lease capacity or provide any facilities before obtaining the written approval of the Commission for its tariff and shall comply with conditions as may be imposed by the Commission.
- 11.3 The Licensee shall have to obtain the written approval of the Commission before making any changes to the approved tariffs and charges.



12. BILLING

- 12.1 The Licensee shall take all reasonable steps to ensure that its billing systems used in connection with the service are reliable and accurate and capable of generating billing information in different formats including itemized billing.
- 12.2 The Licensee shall keep records of any billing in such form as may be specified by the Commission and shall supply such records at the request of the Commission.

13. DISPUTE RESOLUTION

In the event of any differences or disputes with the other ITC Licensees or other licensed telecom operators and failure to resolve the differences or disputes amicably among themselves, the Licensee shall refer the matter to the Commission for resolution of the same. The decision of the Commission in that regard will be final and binding.

14. ACCOUNTS

- 14.1 The Licensee shall maintain separate accounts and other records, in accordance with acceptable accounting practices. The Licensee shall at all times, maintain full and accurate books of accounts and other records reflecting all financial matters, in accordance with the sound and acceptable accounting practices. The Commission reserves the right and authority to issue accounting guidelines to the Licensee from time to time.
- 14.2 The Licensee shall submit certified copies of its financial records and yearly audited accounts to the Commission. The Commission shall have the access to originals of such records and accounts as and when required.
- 14.3 The Licensee shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues. The Commission shall have the access to computerized accounting system of the licensee as and when deemed necessary by the Commission.
- 14.4 All financial transactions (in local and foreign currency) in relation to the License must be through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972. The Licensee shall inform the Commission of the details of the accounts in operation. The Licensee shall have to submit monthly statement of all the accounts to the Commission within 10th day of the following Gregorian calendar month.

15. READY FOR CUSTOMER SERVICE (RFCS) DATE

The ITC Systems and Services should be operational and ready for customer service within 6 (Six) months from the date of awarding License.

16. ACCESS, CO-LOCATION AND LANDING FACILITIES

The Licensee shall provide access, co-location and landing facilities, to other licensee(s).

17. NATIONAL SECURITY, EMERGENCIES AND NATIONAL NEEDS

- 17.1 The location of the cable (in the route) may have to be changed/ shifted or necessary additional protection measures shall have to be ensured, if so required for National Security, Gas or Oil Exploration, considerations and for any other National needs.
- 17.2 Licensee shall facilitate and cooperate with all relevant government bodies, departments and official agencies in the event of national emergencies or where issues of national security arise.



- 17.3 In the event of any war or war situation, internal national disorder, urgent state of affairs or situations demanding national security, the Government may require or use equipment and the system used by the Licensee.

18. ENVIRONMENTAL IMPACT ASSESSMENT

The Commission reserves the right to require the licensee to file environmental assessment by an independent agency should it determine that the cable route, landing of the cable at the specific location and construction of necessary cable landing station may impact the environment within the meaning of regulations issued by concerned government authorities.

19. ADDITIONAL LICENSES, PERMITS, AUTHORIZATIONS ETC.

Licensee shall remain responsible to obtain all necessary domestic (in Bangladesh) and international licenses, permits, authorization, permissions etc. in connection with these licensing provisions.

20. INTERRUPTIONS TO THE SERVICES

The Licensee shall not interrupt or suspend the operation of its network (international telecommunications) facilities (or any part thereof) in the normal course of business. In case of maintenance or unavoidable circumstances for temporary interruption, the licensee shall have to obtain prior written approval of the Commission and provide reasonable advance notice to all stake holders to be affected by such interruption or suspension.

21. QUALITY OF SERVICE (QoS) REQUIREMENTS

- 21.1 The Licensee shall achieve the QoS standards as set out by the International Telecommunication Union (ITU) and also by the Commission from time to time and maintain records of the same. The Commission may inspect those records and the Licensee shall furnish certified copies of such reports to the Commission upon demand or at scheduled intervals.
- 21.2 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without prior notice and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission.
- 21.3 If the Licensee does not meet the QoS standards, the Commission may impose the penalties set out by the Commission from time to time.

22. INSPECTION AND ACCESS TO INFORMATION

- 22.1 The Commission or its authorized representative(s) shall have the right to enter and inspect all places, premises and cable laying or maintenance works related to the Bangladesh portion of the ITC System.
- 22.2 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the Licensee's business for the purpose of enabling the Commission to perform its functions under the Act and provisions in the License, whenever deem necessary.

23. FINANCIAL AND TECHNICAL AUDIT

The Commission may audit the procedure, systems and documents to be satisfied about the compliance of the conditions of the license and the directions/instructions/orders/circulars issued by the Commission, and to examine the propriety of the reporting system of the Licensee, and to give directions on these matters.

24. FILING FOR IPO

Each Licensee shall float Initial Public Offer (IPO) as per the policy/guidelines/directions/rules of the Security Exchange Commission of Bangladesh and in accordance with other prevailing laws of Bangladesh within 08 (eight) years from the date of awarding the license. No permission will be required from the Commission for transfer of shares in secondary market after floating IPOs.

25. PERFORMANCE MONITORING AND LAWFUL INTERCEPTION (LI) COMPLIANCE

The licensee shall have the performance monitoring systems which will be connected to the BTRC premises with necessary equipment and software for monitoring as and when required by the Commission. Provision has to be catered for providing necessary hardware, software and connectivity to the Commission and National Monitoring Centre (NMC)/Law Enforcement Agency (LEA) for mentioned LI Requirements on the directive of the Commission.

26. CHANGES IN MANAGEMENT STRUCTURE

- 26.1 The Licensee shall seek written approval of the Commission before making any change in its ownership or shareholding. Any change in the ownership or shareholding shall not be valid or effective without the prior written approval of the Commission.
- 26.2 The Licensee shall neither transfer any share nor issue new shares without prior written permission of the Commission.
- 26.3 Any breach of the above conditions contained in the license may result into cancellation of the license.

27. INFORMATION, INSPECTION AND REPORTING

- 27.1 The Licensee shall furnish necessary information and other related matters as may be sought by the Commission from time to time.
- 27.2 The Commission or any person authorized by the Commission shall have unfettered right and authority to take the copies of records, documents and other information relating to the Licensee's business, for the purpose of enabling Commission to perform its functions under the Act, regulations and provisions in the License.
- 27.3 The Commission or its authorized representatives shall have free access to the installations and equipment of the licensee and shall have each and every right and authority to inspect such installations at any time and the Licensee shall always provide all sorts of cooperation and assistance including but not limited to use of suitable office accommodation for the purpose of inspection, tests and monitoring.

28. REPORTS

- 28.1 The Licensee shall furnish the information on the type and capacity of its installations, the number of active subscribers, the number and type of end-user connectivity, pending demand, QoS reports, traffic data of each installation as well as the type and capacity of the transmission links owned and taken on lease to the Commission on quarterly basis. In addition, the Licensee shall also be required to furnish any information on Systems, Services and Finance at any time if asked for by the Commission.



28.2 The Licensee shall publish Annual Report of the company within 3 (three) months of the end of each financial year. The Commission may, from time to time, issue guidelines for the purpose as regards its contents, which will be obligatory on the Licensee to follow. In addition, the Licensee shall submit to the Commission 5 (five) copies of the audited financial statement of the company that will contain its balance sheet, profit and loss account, cash flow statements, plant capacity, number of clients connected or waiting for connection etc.

29. AMENDMENTS

29.1 The Commission has the right and authority to change, amend, vary or revoke any of the terms and conditions of the License and also to incorporate new terms and conditions necessary for the interest of national security, or public interest, or any other reason, in consonance with the provisions of the Act and Regulations.

29.2 The Licensee shall be bound by the changed conditions.

30. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

30.1 The Licensee shall take prior written permission of the Commission to take any loan. The License or share of the company shall not be assigned or pledged as security.

30.2 This License and any right acquired hereunder, whether wholly or partly shall not be transferable and such transfer, if any, without the permission of the Commission, shall be void.

30.3 The Licensee shall not subcontract out any part of the Services or the System without prior written permission of the Commission. The Licensee may appoint agents or independent contractors or sub-contractors to carry out works or provide services which enable the Licensee to discharge its duties and obligations under this License, provided the Licensee always remains liable for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

31. CANCELLATION, SUSPENSION OF LICENSE AND FINES

The Commission may cancel, suspend the License and impose fine and the Licensee shall be liable for action as per Bangladesh Telecommunication Regulation Act, 2001(as amended) on the following grounds including but not limited to –

- (i) that any information furnished in the Application form for obtaining the License is found incorrect/ false.
- (ii) that the Applicant has obtained the License hiding the information as mentioned below:
 - (a) He is an insane person;
 - (b) He has been sentenced by a court under any law, other than this Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
 - (c) He has been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;



- (d) He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
 - (e) He has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
 - (f) Any of his Licenses has been cancelled by the Commission at any time during the last 5 (five) years;
 - (g) If prosecution is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for illegal call termination using VoIP technology or for violation of the Act.
- (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the ITC License.
 - (iv) that any share is transferred or issued or without prior written permission of the Commission.
 - (v) that any of the condition of the guidelines and ITC License is violated.
 - (vi) that the licensee has disclose or is involved with the disclosure of any information to anybody/ performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony.
 - (vii) that the Licensee is liquidated, bankrupt or insolvent, or that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee itself or a third party against the Licensee;
 - (viii) that the Licensee has ceased to carry on business mentioned in this license;
 - (ix) that the licensee hides any information for any tariff package, or any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities; or
 - (x) that the Licensee violates or purports to violate any sections/terms and/or conditions under the Act/Any Regulations/Rules/Guidelines/Bye-laws/Directives/Instructions/Orders/ Circulars/ Decisions of the Commission etc.

32. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

- 32.1 In the event of such suspension of the License under section 46 of the Act, the Commission may engage any agency or administrator by examining the financial position, profit and loss of the licensee. The rate and fees of agency/administrator on such tenure shall be decided by the Commission to operate and maintain the systems and services in order to continue with and fulfill the obligations of the licensee towards its subscribers. The Licensee shall not have any claim for any compensation or any right on the revenue for the same.
- 32.2 Cancellation or suspension of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.



33. MISCELLANEOUS

- 33.1 The Licensee shall comply with all terms and conditions of this License, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 (as amended) and any applicable subsidiary legislation and all directions issued by the Commission from time to time.
- 33.2 The Commission may impose any condition on Social Obligation Fund (SOF) as and when required as per the provisions of the Act.
- 33.3 The Licensee shall also comply with the provisions of any existing enactment, the rules and regulations made thereunder by the Government and/or the Commission, and the changes and modifications including any new enactments as may be considered expedient and necessary from time to time.
- 33.4 The provisions of the ITC guidelines shall form integral part of the License.
- 33.5 The Commission reserves exclusive right and authority to explain or interpret any provision of the guidelines / the License, if any confusion arises regarding the actual sense or import of any provision of the License. The explanation of the Commission shall be final and binding on the Licensee.
- 33.6 Violation of any of the provisions of the Act or any regulations made thereunder or any other relevant law or any conditions of the License shall render the License to be cancelled /suspended or Commission may impose fine, as the case may be as per the provision of the Act.
- 33.7 The Licensee shall not engage in any anti-competitive conduct nor shall discriminate nor create any inconvenience to any person whosoever.
- 33.8 The Schedules annexed herewith shall form integral part of the License.
- 33.9 All correspondences shall be in writing and will be sent to the Licensee's registered place of business.
- 33.10 Unless otherwise stated –
- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of the License;
 - (ii) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
 - (iii) any expression in masculine gender shall denote both genders;
 - (iv) any reference in the License to a person shall be deemed to include natural and legal persons;
 - (v) all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
 - (vi) the term 'or' shall include 'and' but not vice versa;



- (vii) any reference in the License to “writing” or “written” includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
 - (viii) references to Clauses, Sub-Clauses, Annexure and Schedule are to Clauses, Sub-Clauses, Annexure and Schedule to the License, respectively.
- 33.11 None of the provisions of the License shall be deemed to have been waived by any act of or acquiescence on the part of the Commission, but only by an instrument in writing signed / issued by the Commission. No waiver of any provision of the License shall be construed as a waiver of any other provision or of the same provision on another occasion.
- 33.12 This License shall be governed by and construed in accordance with the laws of Bangladesh.
- 33.13 The Licensee shall perform under this License with due diligence, willingly, conscientiously, faithfully and to the best of its professional skill and ability which must be satisfactory to the Commission.
- 33.14 Each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. In the event that any provision of this License shall be deemed to be unlawful or unenforceable, that provision shall be deemed severed from this License, but every other provision in this License shall remain in full force and effect. In substitution for any such provision held unlawful or unenforceable, there may be substituted a provision of similar import reflecting the original intent of the Commission to the extent permissible under law.
- 33.15 Subject to the applicable laws and amendments hereto, in all cases this License shall prevail over the Guidelines, Schedule or Annexure, any notice, correspondence, form or anything else inconsistent with this License. And any such document, to the extent of its inconsistency, shall be void and, hence, shall have no legal effect. In other words, if any conflict arises between any provision of this License and any provision of the Guidelines, Schedule or Annexure or any other document whatsoever, the provision of this License shall prevail.
- 33.16 Notwithstanding anything in this License to contrary, provisions which by their terms are deemed to survive, shall survive the cancellation of the License howsoever caused.
- 33.17 This License is in English language only, which language shall control and prevail over any version or translations which may hereafter be made.
- 33.18 This License is issued with the approval of the appropriate authority.

Signed on this day of, 20.....

for and on behalf of the
Bangladesh Telecommunication Regulatory Commission

(.....)
Deputy Director
Legal and Licensing Division
BTRC



SCHEDULE- 1

DEFINITIONS, INTERPRETATIONS AND ABBREVIATIONS

1. Definitions & Interpretations of Terms

Unless the context otherwise requires, the different terms and expression used in the License and or Guidelines shall have the following meaning assigned to them.

- 1.1 **“Act”** means the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) (As amended).
- 1.2 **“Application form”** means a form prescribed for applying for the license to build, operate and maintain ITC Systems and Services in Bangladesh.
- 1.3 **“Bangladeshi”** means Any Bangladeshi National.
- 1.4 **“Bangladeshi Company”** means any Company registered under Joint Stock of Companies and Firms in Bangladesh, under the Company act 1994, whose share holders are Bangladeshi citizens for the purpose of these guidelines.
- 1.5 **“BSCCL”** means the Bangladesh Submarine Cable Company Limited and any of its successors.
- 1.6 **Cable burial:** The operation consisting in burying the cable in under ground so as to provide better cable protection. The burial operation may be carried out either during installation or as a post-lay activity.
- 1.7 **Cable laying:** The operation of laying cable.
- 1.8 **Cable Terminating Unit (CTU):** The equipment providing the interface between the optical fiber from the TTE and the optical fiber cable, and the interface between the power feeding line from the PFE and the power feeding conductor from the optical fiber cable. The CTU is usually part of the PFE.
- 1.9 **Capacity:** Capacity shall be categorized as follows:
 - 1.9.1 **Design Capacity.** The ultimate capacity of ITC.
 - 1.9.2 **Initial Equipped Capacity.** The initial equipped capacity of ITC at RFCS date.
 - 1.9.3 **Equipped Capacity.** The amount of capacity physically provided in ITC at any given time.
- 1.10 **“Commission”** means the Bangladesh Telecommunication Regulatory Commission established under the Bangladesh Telecommunication Regulation Act 2001.
- 1.11 **“Consortium”** means an association of three or more companies /organizations /participating entities.
- 1.12 **“Family”** means the husband or a wife, the dependent father, mother, brother or sister, son or daughter.
- 1.13 **“Government”** means the Government of the People’s Republic of Bangladesh.
- 1.14 **“Guidelines”** means the Regulatory and Licensing Guidelines for invitation of offers/proposals s for issuing license to build, operate and maintain International Terrestrial Cable (ITC) Systems and Services for Bangladesh.



- 1.15 **“ILDC Systems”** means International Long Distance Cable Systems.
- 1.16 **“ILDTS Policy 2010”** means the International Long Distance Telecommunication Services Policy (existing or to be formulated by the Government from time to time).
- 1.17 **“ITC”** means optical fiber transmission systems encompassing high speed connectivity between two or more countries as separated geographically. This serves as alternative route to standard subsea cable generally connected to non landlocked countries.
- 1.18 **“TCLS”** means Cable Landing Station which supports Terrestrial Connectivity.
- 1.19 **“ITU”** means International Telecommunication Union.
- 1.20 **“License”** means an ITC License issued under these guidelines.
- 1.21 **“Licensee”** means the holder of the License to build, operate and maintain ITC Systems and Services for Bangladesh i.e. the person titled as [name of the entity] to whom the Commission has issued this License.
- 1.22 **“Operator”** means an organization or a person licensed for establishing or operating a telecommunication system or providing telecommunication service or operating a system which is the combination or more than one of those facilities.
- 1.23 **Optical Fiber Terrestrial Cable:** The Terrestrial cable using optical fibers as transmission line.
- 1.24 **“PBG”** means Performance Bank Guarantee from a scheduled Bank mentioned in Bangladesh Bank Order 1972 (P.O. No. 127 of 1972).
- 1.25 **Power Feeding Equipment (PFE):** The equipment providing, through a power conductor in the optical fiber terrestrial cable, a stabilized constant electrical current for powering optical terrestrial repeaters and/or optical terrestrial branching units.
- 1.26 **“Quarter”** means a period of three months.
- 1.27 **“Regulation”** means, regulations made or will be made in the future by the Commission under the Act.
- 1.28 **Ready for Customer Service (RFCS) date:** The date on which the ITC Systems and Services will be ready to go into operation for customer service.
- 1.29 **Straight Line Diagram (SLD):** The System SLD is a linear diagram of the ITC Systems and Services
- 1.30 **System design life:** The period of time over which the optical fiber terrestrial cable system is designed to operate in conformance with its performance specification.
- 1.31 **“Telecommunication”** means transmission and reception of any speech, sound, sign, signal, writing, visual image and any other intellectual expression by the way of using electricity or electro-magnetic or electro chemical or electro-mechanical energy through cable, radio, optical fiber or other electro- magnetic or electro chemical or electro-mechanical or satellite communication system.
- 1.32 **“Telecommunication Service”** means telecommunications services defined under section 2(15) of Bangladesh Telecommunication Regulation Act, 2001 (As amended).
- 1.33 **“Telecommunication System”** means Telecommunications System defined under section 2(13) of Bangladesh Telecommunication Regulation Act, 2001 (As amended).



- 1.34 **Terminal Station:** The telecommunication station usually located in the vicinity of the landing point and housing the optical fiber terrestrial cable system terminal equipment and that of associated submarine systems.

2. Abbreviations

The following abbreviations are relevant:

BSCCL	Bangladesh Submarine Cable Company Limited
BTRC	Bangladesh Telecommunication Regulatory Commission
CLS	Cable Landing Station
DWDM	Dense Wavelength Division Multiplexing
Gbps	Giga bits per second
ICT	Information and Communication Technology
ICX	Interconnection Exchange
IGW	International Gateways
ILDC	International Long Distance Cable
ILDTS	International Long Distance Telecommunication Services
IP	Internet Protocol
IPO	Initial Public Offering
IPLC	International Private Leased Circuit
IRR	Internal Rate of Return
IRU	Indefeasible Right of Use
ITC	International Terrestrial Cable
ITU	International Telecommunication Union
Kbps	Kilo bits per second
LI	Lawful Interception
LOC	Line Optical Channel
Mbps	Mega bits per second
MOPT	Ministry of Post and Telecommunication
MOU	Memorandum Of Understanding
NA	Network Administrator
NIX	National Internet Exchange
NMC	National Monitoring Centre
NOC	Network Operation Center
OFC	Optical Fiber Cable
PFE	Power Feeding Equipment
POP	Point of Presence
RFCS	Ready For Customer Service
SEA-ME-WE 4 System)	South East Asia-Middle East-West Europe 4 (Submarine Cable
SLD	Straight Line Diagram
STM 64	Synchronous Transport Module 64
TCLS	Terrestrial Cable Landing Station
THE COMMISSION	Bangladesh Telecommunication Regulatory Commission
TNTTE	Terrestrial Network Transmission Terminal Equipment
TCLS	Terrestrial Cable Landing Station



SCHEDULE-2

PRO-FORMA OF PERFORMANCE BANK GUARANTEE

[Non-Judicial Stamp]

[Date]

[Name of Bank] (Hereinafter called the Bank)

[Address]

To: The Bangladesh Telecommunication Regulatory Commission

[Address]

Subject: Bank Guarantee No.: dated: for Tk. 1,00,00,000.00 (Taka One crore) only in favour of “The Bangladesh Telecommunication Regulatory Commission” as Performance Bank Guarantee.

Dear Sir,

This Bank Guarantee (hereinafter called the Guarantee) is issued pursuant to the clause..... of the license no. ----- dated ----- for operating and maintaining of International Terrestrial Cable (ITC) in the country granted to ----- (hereinafter called the licensee) by the Bangladesh Telecommunication Regulatory Commission (hereinafter called the Commission) under the Bangladesh Telecommunication Regulation Act, 2001 (As amended).

This Guarantee will serve as performance bank guarantee for fulfillment of Licensee’s obligations under the terms and conditions of the License.

The Bank hereby irrevocably guarantees and undertakes to pay to the Commission, any or all sums up to the amount of Tk. 1,00,00,000.00 (Taka one crore) only as described in the regulatory and licensing guidelines for invitation of applications for issuing ITC license as decided by the Commission in accordance with the following terms and conditions:

- (a) Payment shall be made by the Bank within the same business day of the receipt of any written demand by the Commission;
- (b) The written demand by the Commission is made substantially in the form in the annexed Form-1 and executed by an authorised representative of the Commission;
- (c) Payment is made unconditionally and without reservation including the need for any reference to a third party or the Licensee and without the need for any evidence or proof;
- (d) Payment is to be made in Taka by crossed cheque in favour of:

The Bangladesh Telecommunication Regulatory Commission

This Guarantee is irrevocable and shall remain in force for 1 (one) year from the date hereof.



The Bank shall not be discharged or released from its obligations under this Guarantee unless it has paid any or all sums up to the amount as stated in the License and this has been confirmed in writing by the Commission.

This Guarantee shall be governed and construed in accordance with the relevant laws of Bangladesh.

Signed by,

for and on behalf of:

Name of Bank

Witnessed by:

1.

2.

Signature

Signature

Name

Name

Address

Address

Date

Date



FORM-1

FORM FOR REDUCTION OF GUARANTEED AMOUNT OF THE PERFORMANCE BANK GUARANTEE

[Letterhead of Licencee]

[Date]

To: The Bangladesh Telecommunication Regulatory Commission
[Address].

Dear Sirs,

RE: REQUEST FOR REDUCTION IN PERFORMANCE BANK GUARANTEE

This is with reference to the performance bank guarantee dated [date] (hereinafter called the **Guarantee**) issued by [Bank] on behalf of [Licensee].

We confirm that we have discharged all of our obligations under the License and have achieved the following target set by the Commission based on our plans submitted under terms and conditions of the License and as repeated hereunder:

<i>Year</i>	<i>Actual Bandwidth Capacity in Service</i>	<i>Target to be Achieved by the Licensee</i>	<i>% Reduction in Guarantee</i>	<i>Guarantee Value (Taka)</i>
[]	[]	[]	[]	[]

We wish to request that the Guarantee be reduced accordingly.

[Name of authorized representative of Licensee]

for and on behalf of

[Licensee]



FORM-2

WITHDRAWAL REQUEST FORM

[Letterhead of the Commission]

[Date]

To: [Name of Bank]

[Address]

Dear Sir,

RE: REQUEST FOR PAYMENT OF BANK GUARANTEE AGAINST SECURITY DEPOSIT

This is with reference to the bank guarantee dated [] issued by you on behalf of [Licensee].

We wish to inform you that [Licensee] has failed to meet its obligations under the License.

Kindly let us have payment of the sum of [] in accordance with the terms and conditions of the bank guarantee.

[Name of Authorized Representative of the Commission]

for and on behalf of

Bangladesh Telecommunications Regulatory Commission

