



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**
IEB BHABAN, RAMNA, DHAKA-1000

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

FOR

ISSUING LICENSE

FOR

ESTABLISHING, OPERATING AND MAINTAINING

4G/LTE CELLULAR MOBILE PHONE SERVICES

IN

BANGLADESH

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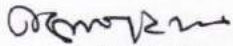

4/12/17
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Regulatory and Licensing Guidelines for 4G/LTE Cellular Mobile Phone Services in Bangladesh

1. INTRODUCTION

- 1.01 The Government has authorized the Bangladesh Telecommunication Regulatory Commission (BTRC/Commission) to issue the approved Regulatory and Licensing Guidelines for 4G/LTE Cellular Mobile Phone Services in Bangladesh. As such the Commission has been empowered by the Government under the Section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (as amended) to issue Licenses for the 4G/LTE operation and provision of respective telecommunication services.
- 1.02 Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue this Regulatory and Licensing Guideline for those applicants who are eligible and intend to provide 4G/LTE Cellular Mobile Phone Services in Bangladesh.
- 1.03 The Act specifically provides, under Section 35 and 55, that the establishment, operation or use of telecommunication system including radio apparatus and providing telecommunication services in Bangladesh without a License is an offence, punishable with imprisonment or a fine or both. The Act also provides for exclusive right and authority of the Commission in determining any and all issues in relation to assignment of spectrum and issuance of Radio Communications Apparatus License and any other related matters.
- 1.04 These guidelines, may be withdrawn, revised, updated or amended from time to time, according to Section 34 of the Bangladesh Telecommunication Regulation Act, 2001 to take into consideration various factors including, but not limited to, any threat to public health, national security and statutory or Court orders.
- 1.05 These guidelines are approved by the Government and shall come into effect from the date of issuance by the Commission.

2. OBJECTIVES

- 2.01 These guidelines are intended to provide an overview of the licensing and regulatory framework for applicant(s) to obtain License for providing and operating 4G/LTE Cellular Mobile Phone Services in Bangladesh, wherein the subscribers will be allowed to use their equipment as fixed (over the air interface), nomadic or mobile.
- 2.02 These guidelines have been prepared taking into account the objectives of the Government to facilitate the introduction of 4G/LTE based Cellular Mobile Phone Services in Bangladesh.

- 2.03 The Licensee is permitted to build, own, maintain and operate 4G/LTE Cellular Mobile Phone Network which meets the APT, ITU or any other standards approved by the Government/Commission.
- 2.04 These Licensing guidelines are in line with the Government's spirit and plan to promote high speed mobile broadband and multimedia communications throughout the country and make it affordable for all.
- 2.05 The overall objective of this Guideline is to contribute to a sustainable development towards better and affordable 4G/LTE technology based telecommunication services for all and to ensure efficient usage of resources through effective and healthy competition.

3. TITLE

These guidelines are to be termed as "Regulatory and Licensing Guidelines For 4G/LTE Cellular Mobile Phone Services In Bangladesh, 2017" and the Licenses issued through these guidelines to be termed as "4G/LTE Cellular Mobile Phone Services Operator License."

4. LEGAL REQUIREMENTS

The legal statutes governing the telecommunication industry in Bangladesh which will be applicable to all applicants and 4G/LTE Cellular Mobile Phone Services Operator are given below:

- (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 (as amended).
- (e) Any Act of Parliament or ordinance and the Regulation(s) made or to be made by the Government.
- (f) The Rules/Regulations/Guidelines/Directives/Orders and Decisions issued or to be issued under the Act.

5. ELIGIBILITY

- 5.01 Existing Cellular Mobile Phone Operator(s) in Bangladesh who has already obtained technology neutral spectrum for Cellular Mobile Phone Services from the Commission is eligible to apply for the License.
- 5.02 Existing Cellular Mobile Phone Operator(s) in Bangladesh who will obtain technology neutral spectrum for Cellular Mobile Phone Services from the Commission will be eligible to apply for the License.
- 5.03 New Entrant(s) who will obtain technology neutral spectrum for Cellular Mobile Phone Services from the Commission will be eligible to apply for the License.

6. SCOPE FOR THE NEW ENTRANT

The new entrant who will be awarded with technology neutral spectrum for Cellular Mobile Phone Services, shall apply to the Commission for 4G/LTE Cellular Mobile Phone Operator License within 60 (sixty) working days from the date of issuance of notification letter for obtaining technology neutral spectrum for Cellular Mobile Phone Services from the Commission. The terms and conditions including fees and charges of this guideline shall be binding on the new entrant.

7. DISQUALIFICATIONS

7.01 An applicant shall be disqualified from obtaining a License, if-

(a) in the case of an individual-

- (i) he is an insane person;
- (ii) he has been sentenced by a Court under any law, other than this Act, to imprisonment for a term of minimum 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (iii) he has been sentenced by any 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;
- (iv) he has been declared bankrupt by any Court and has not been discharged from the liability of bankruptcy;
- (v) he has been identified or declared by the Bangladesh Bank or by a Court or by a bank or financial institution as a loan defaulter of that bank or institution;
- (vi) his License has been cancelled by the Commission at any time during the last 5 (five) years;
- (vii) he is convicted for any violation of the Act or any License condition;

(b) the applicant being a partnership firm or company or corporation or society or other organization:-

- (i) any provision of Sub-Clause (i) to (vi) of Clause (a) above is applicable to its owner, or to any of its shareholder directors or partners; or
- (ii) Sub-Clause (vi) of Clause (a) above is applicable to it.

(c) it has any outstanding dues to the Commission and has failed to pay within the time period/limit stipulated by the Commission, unless the matter is pending for any judicial adjudication.

7.02 Any other operator except existing Cellular Mobile Phone Operator of Bangladesh and new entrant having technology neutral spectrum for Cellular Mobile Phone Services are not eligible for this License.

8. NUMBER OF LICENSE

The Commission will issue 4G/LTE Cellular Mobile Phone Services Operator License(s) based on the need of Bangladesh and eligibility of the applicant(s). The License(s) will be issued in favour of existing Cellular Mobile Phone Operator(s) subject to fulfillment of the terms and conditions of these Guidelines. In addition to that another License may be issued in favour of the new entrant having technology neutral spectrum for Cellular

Mobile Phone Services subject to fulfillment of the terms and conditions of these Guidelines.

9. AVAILABILITY OF THE LICENSING GUIDELINE

- 9.01 These guidelines are available in the BTRC website: www.btrc.gov.bd for information only. The prospective applicant willing to submit the proposals/offers, shall purchase a copy of this Guideline from the Commission by submitting an application to the Chairman of the Commission, endorsing BDT 50,000/- (fifty thousand) and 15% (fifteen percent) VAT thereon in BDT in the form of pay order or bank draft in favour of the Bangladesh Telecommunication Regulatory Commission.
- 9.02 These guidelines include prescribed application form and generic form of License.

10. APPLICATION FORM/LETTER OF TRANSMITTAL

The applicant shall submit Application for "4G/LTE Cellular Mobile Phone Services Operator License" to the Commission in the prescribed application form duly filled in, signed and sealed, along with all the necessary documents and information. The detailed requirements for submission of documents along with the prescribed application form/Letter of Transmittal are appended with this guideline at APPENDIX -1.

11. SUBMISSION OF DOCUMENTS

- 11.01 The application in applicant's letter head pad shall include duly completed application form/letter of transmittal (APPENDIX-1) with supporting documents along with an affidavit duly attested by notary public as per attached format (APPENDIX-2). Each page of the application along with purchased guidelines and all other supporting documents shall be signed by the applicant's authorized personnel.
- 11.02 The applicant shall submit the application/processing fee of BDT 5,00,000/- (five lac) and 15% (fifteen percent) VAT thereon in BDT payable in favour of the Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh.
- 11.03 The applicant(s) shall submit 2 (two) copies of its application with all relevant documents of which 1 (one) shall be original. The applicant(s) shall also submit soft copy of all the documents in portable storage device (non scanned/ scanned PDF) to the Commission.
- 11.04 The Commission reserves the right and authority to reject the application if it is found that the information or documents provided with in the application is untrue, inaccurate or incomplete.

12. GENERIC FORM OF LICENSE

The Generic form of "4G/LTE Cellular Mobile Phone Services Operator License" is appended with this guideline as APPENDIX-4.

13. PROCESSING OF APPLICATIONS

- 13.01 The Commission will form an evaluation committee to evaluate the documents and information. The evaluation committee will evaluate the proposals/offers on the basis of the documents/information submitted by the applicant(s). The evaluation committee will submit their recommendation to the Commission within the stipulated time. Taking into

consideration of the recommendation of the evaluation Committee, the Commission will forward its recommendation to the Government. After obtaining the prior approval of the Government, the Commission will notify the selected applicants.

- 13.02 In the event the Commission requires additional information from the applicant(s), the Commission may request for such information, by writing to the applicant(s). The information requested for is to be forwarded to the Commission within a stipulated time to be decided by the Commission.

14. AWARDING OF LICENSE

The Licenses will be awarded after evaluation of application, obtaining prior approval of the Government and depositing the License acquisition fee by the applicant within the time stipulated in these guidelines.

15. FEES AND CHARGES

- 15.01 The Applicants/Licensees will be required to pay various fees, contribution and charges to the Commission. The following table summarizes the fees and charges structure. These fees and charges are excluding of fees, charges, VAT and taxes imposed by any other competent authority. In such cases, those fees, charges, VAT and taxes shall be paid to the authority as decided by the Government.

Application Fee/Processing Fee	BDT 5 (five)lac
License acquisition fee	BDT 10 (ten) crore
Annual License Fee	BDT 5 (five) crore
Gross Revenue Sharing	5.5% (five point five percent) of annual audited gross revenue
Social Obligation Fund	1% (one percent) of annual audited gross revenue
Bank Guarantee	Total BDT 150 (one hundred and fifty) crore

- 15.02 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 the Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh.
- 15.03 **Application fee:** The Application fee/Processing fee shall be BDT 5 (five) lac. The application fee and 15% (fifteen percent) VAT thereon in BDT shall be payable in the form of pay order/bank draft issued from any scheduled bank of Bangladesh in favour of the Bangladesh Telecommunication Regulatory Commission shall have to be paid with each application.
- 15.04 **The License Acquisition Fee:** The License Acquisition Fee for 4G/LTE Cellular Mobile Phone Services Operator License shall be BDT 10 (ten) crore. The Licensee shall pay License Acquisition Fee and 15% (fifteen percent) VAT thereon in BDT to the Commission within 30 (Thirty) Gregorian calendar days from the notification date.
- 15.05 The Licensee, after the payment of the License Acquisition fee at the time of issuance of License, shall, for the second and subsequent years of operation, pay annual fees comprising of the-
- (a) **Annual License Fee:** a sum of BDT 5 (five) crore and 15% (fifteen percent) VAT thereon in BDT payable by the Licensee in advance on each anniversary of the date of the License;

- (b) **Gross Revenue Sharing with the Commission:** 5.5% (five point five percent) of the annual audited gross revenue shall be paid as revenue sharing with the Commission on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that year. If there has been any underpayment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission;
- (c) **Social Obligation Fund:** 1% (one percent) of the annual audited gross revenue shall be paid on a quarterly basis as social obligation within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any under payment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any over payment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission. The percentage of subscription to Social Obligation Fund (SOF) may be changed from time to time by the Government.
- (d) The fees and charges as described above shall have to be paid within the stipulated time. The due amount may be paid within 60 (sixty) Gregorian calendar days after the due date by paying late fee as fine at the rate of 15% (fifteen percent) per annum as compensation to the Commission, without prejudice to rights and authorities of the Commission to take any action as per law. If the amount is not paid within the 60 (sixty) Gregorian calendar days as stipulated, necessary actions shall be taken by the Commission as per the provisions of the License and the Act.

15.06 In addition to the above fees and charges, the Licensee shall have to pay the conversion fee for the technology neutrality of spectrum already assigned in favour of Cellular Mobile Phone Operator. This conversion fee will be decided by the Commission later on.

15.07 Annual Spectrum Fees and Charges

- (a) The spectrum charges (excluding VAT & Tax) shall be calculated by using the following formula:

$$\text{Spectrum charges in BDT} = \text{STU} \times \text{CF} \times \text{BW} \times \text{AF} \times \text{BF}$$

Where, (i) STU = Spectrum Tariff Unit BDT 70.00 per MHz per Sq. Km.

(ii) CF = Contribution Factor for Access Frequency has been fixed considering assignment of frequency, use of assigned frequency and subscriber.

SL.	Subscriber base related to use of frequency (lower limit inclusive & upper limit exclusive)	CF
1.	Up to 2 million	0.7
2.	2 million to 5 million	1.2
3.	5 million to 10 million	1.7
4.	10 million to 15 million	2.2
5.	15 million to 20 million	2.7
6.	20 million to 25 million	3.2
7.	25 million to 30 million	3.7
8.	30 million to 35 million	4.2

9.	35 million to 40 million	4.7
10.	40 million to 45 million	5.2
11.	45 to 50 million	5.7
12.	50 to 55 million	6.2
13.	55 to 60 million	6.7
14.	60 to 65 million	7.2
15.	65 to 70 million	7.7
16.	70 million and above	8.0

(iii) CF= Contribution Factor for Microwave Frequency = 1

(iv) BW = Bandwidth Assigned for Access Frequency in MHz

(v) BW = Bandwidth occupied for Microwave Frequency in MHz

(vi) AF = Area Factor for Access Frequency = 1,47,570 Sq. km

(vii) AF = Area Factor for Microwave Frequency Point to Point link = Link Length² x 0.273 (Minimum Distance for link length shall be considered from 10 km)

(viii) BF = Band Factor:

SL.	Band	BF
1.	VLF/LF/MF (3-3000 kHz)	1.00
2.	HF (3-30 MHz)	1.50
3.	VHF (30-300 MHz)	1.00
4.	UHF1 (300-806 MHz)	0.75
5.	UHF2 (806-2690MHz)	0.50
6.	SHF1 (2.69-16 GHz)	0.25
7.	SHF2 (16-31GHz)	0.15
8.	EHF1 (31-65 GHz)	0.10
9.	EHF2 (65-275 GHz)	0.05

(b) Short term charges for new microwave links depending on date of Installing will be applicable as follows:

SL.	Date of Installation	Percentage
1.	January-March	100%
2.	April-June	75%
3.	July-September	50%
4.	October-December	25%

(c) The Licensee shall follow the CF table for calculating annual spectrum charges of 4G/LTE services with total active subscribers of the Licensee. For paying the quarterly access spectrum charges in advance, the Licensee shall use the active subscriber base as on the last date of each quarter. Active subscriber means total subscriber of the Licensee.

(d) The Licensee shall calculate the distance between two coordinates $u^{(\phi_1, \lambda_1)}$ and $v^{(\phi_2, \lambda_2)}$ of microwave antenna as designated with latitude (ϕ) and longitude (λ) with the following Haversine formula:

$$\text{Distance} = 2 * r * \arcsin \sqrt{\sin^2(\Delta\phi/2) + \cos\phi_1 * \cos\phi_2 * \sin^2(\Delta\lambda/2)}$$

Where,

$$\Delta\lambda = \lambda_2 - \lambda_1,$$

$$\Delta\phi = \phi_2 - \phi_1$$

r is earth's radius (mean radius=6,371 Km), and ϕ and λ are in radians.

The Licensee shall submit to the Commission the coordinates (latitude, longitude) of all microwave antennas with the quarterly spectrum fee payment. The Licensee shall submit to the Commission the microwave link database with all the fields to calculate the microwave spectrum fee in Excel format in DVD.

- (e) In case of using new access frequency for a fractional year in the first year, the Licensee shall follow the short-term charge policy of new microwave links.

15.08 Revenue Sharing of International Phone Calls

(a) **For International incoming calls:**

International incoming call termination rates shall be determined and reviewed from time to time by the Commission.

After deducting VAT and Tax (if applicable) the international incoming prevailing call termination rates in BDT shall be shared as per provisions of relevant Guidelines (i.e. IGW and ICX) and/or as directed by the Commission from time to time.

The Licensee shall receive 20% of the prevailing incoming call rates from IGW(s).

(b) **For International outgoing calls:**

The rates may be reviewed from time to time by the Commission. The Licensee shall collect VAT (in BDT) in addition to voice call and charges of any related services during international outgoing calls from the subscribers and shall pay applicable VAT to the Government exchequer.

The International call charges shall be shared as per provisions of relevant Guidelines (i.e. IGW and ICX) and/or as directed by the Commission from time to time. The revenue shall be calculated by the following formula:

“Z” Balance amount (in BDT) = “X” Call rate (in BDT) – “Y” specific settlement rate (in BDT) payable to overseas carriers.

The “Z” balance amount shall be shared among ANS, IGW, ICX and the Commission in the following proportion:

- (i) The Licensee shall keep 40% (forty percent) of “Z”; This 40% shall be included in the gross revenue of the Licensee.
 - (ii) The Licensee shall pay 15% (fifteen percent) of “Z” to ICX(s);
 - (iii) The Licensee shall pay “Y” specific settlement rate (in BDT) and 15% (fifteen percent) of “Z” to IGW;
 - (iv) The Licensee shall pay 30% (thirty percent) of “Z” to the Commission.
- (c) The Licensee shall follow the revenue sharing model for international incoming and outgoing calls as approved by the Government/Commission from time to time.

16. PERFORMANCE BANK GUARANTEE

- 16.01 The Licensee shall furnish Performance Bank Guarantee (PBG) of BDT 150 (one hundred and fifty) crore only in favour of Bangladesh Telecommunication Regulatory Commission within 30 (thirty) Gregorian days from the date of issuance of License in a

prescribed form (Schedule-2) issued by a scheduled bank. The Licensee shall submit three PBG for three phases each of which shall be BDT 50 (fifty) crore. Validity of the first, second and third phases of PBG will be 24 (twenty four), 30 (thirty) and 42 (forty two) months respectively from the date of submission of the concerned PBG.

- 16.02 In the event of failure to fulfill the rollout obligation by the licensee, the Performance Bank Guarantee (PBG) of that licensee will be encashed by the Commission. For the failure of the fulfillment of rollout target of each phase, the Commission will encash BDT 50 (fifty) crore unless the Government decides otherwise. In case of fulfillment of the rollout target by the Licensee for each phase BDT 50 (fifty) crore from mentioned PBG will be released in favour of the Licensee, provided that there is no dues by the licensee to the Commission in which event the Commission may encash a PBG and will return the remainder, if any, to the Licensee.
- 16.03 Upon any breach of a License condition and/or failure to fulfill rollout obligations, the PBG may be encashed by the Commission. This is without prejudice to any other action that may be taken under the terms and conditions of the License.
- 16.04 The Commission will specify in details the terms and conditions of the PBG for the Licensee based on the commitments made by the Licensee in its application and any additional terms and conditions deemed necessary by the Commission.

17 ROLLOUT OBLIGATION

17.01 First Phase: Service in all Divisional Headquarters

Existing operators who will receive the 4G/LTE Cellular Mobile Phone Services Operator License are required to complete the 4G/LTE Cellular Mobile Phone Services first phase as mentioned above within 9 (nine) months from the date of issuance of this license. The licensee (new entrant) is required to complete the first phase within 15 (fifteen) months from the date of issuance of 4G/LTE Cellular Mobile Phone Services Operator License.

17.02 Second Phase: Service in another 30% of District Headquarters

Existing operators who will receive the 4G/LTE Cellular Mobile Phone Services Operator License and the licensee (new entrant) shall have to complete the second phase of roll out within 18 (eighteen) months and 24 (twenty four) months respectively from the date of issuance of the 4G/LTE Cellular Mobile Phone Services Operator License.

17.03 Third Phase: Service in all District Headquarters

Existing operators who will receive the 4G/LTE Cellular Mobile Phone Services Operator License and the licensee (new entrant) shall have to complete the third phase of roll out within 36 (thirty six) months from the date of issuance of the 4G/LTE Cellular Mobile Phone Services Operator License.

17.04 Other Obligation:

- 17.04.1 The Commission may direct the Licensee to extend their services to other major cities/locations of Bangladesh. The decision of the Commission shall be binding to the License.
- 17.04.2 Upon fulfillment of the rollout obligation, the Licensee shall have the obligation to extend their 4G/LTE services in all Upazillas, National Highway

and Railway tracks of the country within 5 (five) years from the date of issuance of the License.

17.04.3 Upon fulfillment of the rollout obligation, the Licensee shall have the obligation to extend their 4G/LTE services all over the country during the licensing tenure as directed by the Commission.

18. SPECTRUM ASSIGNMENT

- 18.01 The Commission will declare specific spectrum bands in IMT, GSM and CDMA as technology neutral spectrum with some terms and conditions.
- 18.02 The spectrum assigned in favour of the Licensee as a technology neutral shall be usable/applicable to 4G/LTE and beyond technology.
- 18.03 The Licensee shall take prior permission and/or License from the Commission for usage of spectrum beyond 4G/LTE technology.
- 18.04 The spectrum assignment will be inclusive of Guard Bands to avoid interference with adjacent operating frequency bands.
- 18.05 In case of this Operator License is cancelled or terminated for any reason, the spectrum assignment shall be cancelled.
- 18.06 The Licensee may apply to the Commission for microwave frequency for backhaul connectivity and in case of availability and following its frequency assignment procedure, the Commission will consider the assignment of such frequency.
- 18.07 The formula for calculating the annual spectrum charge mentioned in concerned guideline shall be applicable to the Licensee.
- 18.08 If any rearrangement in the assignment within the band is required in the future, the Commission shall consult with the affected Licensees and the equipment shall have the provision to readjust according to that rearrangement.
- 18.09 The Commission with prior approval of the Government reserves the right to make any change in the charges or levies including spectrum pricing formula from time to time and the Licensee shall abide by the decision of the Commission.
- 18.10 If the Licensee fails to pay the charges in time, the amount due should be paid along with late fee as fine determined by the Commission from time to time.
- 18.11 Assigned frequency and radio apparatus or any right therewith, wholly or partly, are not transferable by any means whatsoever, and, therefore, cannot be sold, let, pledged, hypothecated, mortgaged, charged or encumbered or in any other manner transferred by the Licensee to any person or institution or Company or organization subject to the issues enshrined in Section 55 and 37(2)(jha) of the Act. Any such charge, transfer, hypothecation, pledge or encumbrance of these equipments and any agreement, power of attorney or any other document executed in connection with such desired transaction shall be void *ab initio* and, hence, shall be without lawful authority and of no legal effect. This provision shall survive termination or cancellation of the License or frequency assigned howsoever caused.
- 18.12 The Licensee shall not import/purchase any telecommunication/radio apparatus for its network without taking prior permission from the Commission.

- 18.13 The Commission reserves the right and authority to cancel or revoke the assignment of the frequency, fully or partially, without prejudice to the right and authority to take any other lawful action, for any of the following reasons:
- (i) National Security or National Interest;
 - (ii) Non-compliance or violation of any of the License conditions;
 - (iii) Non-payment of any dues where the Licensee has been failed to pay within the time period specified by the Commission in the final notice unless the matter is pending for any judicial adjudication with interim order; or
 - (iv) Any other reasonable cause deemed to the Commission fit and proper within the scope of the Bangladesh Telecommunication Regulatory Act-2001.
- 18.14 The frequency, being a scarce national resource, the Licensee shall ensure optimal use of the frequency, so assigned or reassigned. The Commission reserves the right to make modification of the frequency assignment/reassignment and recover the excess frequency not in use from the Licensee pursuant to modification or future assignment/reassignment of frequency actually required by the Licensee. Any modification of frequency assignment/reassignment made by the Commission shall be final and binding upon the Licensee.
- 18.15 The Licensee shall obtain separate License/permission for Radio System Operation and Radio Equipment License from the Commission upon payment of prescribed fees.

19. CELL PLANNING

The network should be designed by following the ITU-R Recommendations and Reports specified for International Mobile Telecommunications (IMT) with sufficient number of small cell (Pico/Hotspot/Femto cell) in the home, office and public area to ensure the adequate network capacity.

20. AMENDMENTS

Any fees/charges and any of the terms and conditions in the License can be amended, varied or revoked in accordance with the Section 39 of the Act. In case of amendment(s) proposed by the Government/Commission, notice will be served to the Licensee informing the reasons for the proposed change. The Government will consider the reply of the Licensee, opinion of the Commission and other issues which will be deemed necessary and shall inform the decision to either (a) rescind the amendments or (b) modify the amendments or (c) proceed with the proposed amendments. The Licensee shall comply with all new terms and conditions.

21. DISCLAIMER

Questions or requests for clarification on the contents of this guideline may be raised. The Commission reserves the right not to reply to questions. However, to the extent that it does, it will publish/reply the question and the answer in written or at the BTRC website www.btrc.gov.bd unless confidentiality has been requested.

22. ADDRESS FOR CORRESPONDENCE

All correspondence relating to this guideline, submission of application and issuance of license duly marked "4G/LTE Cellular Mobile Phone Operator License" should be addressed to:

Director (Licensing)
Bangladesh Telecommunication Regulatory Commission
IEB Bhaban, Ramna, Dhaka-1000, Bangladesh
Phone: +880 29554489
Fax: +880 2 9556677
E-mail: taleb.hossain@btrc.gov.bd

23. MISCELLANEOUS

- 23.01 Any dispute, controversy or claim arising out of, or in connection with, this guideline, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be binding.
- 23.02 If not mentioned in the particular clause, the exchange rate of Dollar and BDT shall be the cash selling rate on the day preceding the date of payment of Sonali Bank Limited or any other Bank decided by the Commission.
- 23.03 The Government/Commission has considerations to enter into Unified Licensing Regime. The Licensee shall follow Rules/Regulation/Policies/Directives/Guidelines/Instructions/Orders/Circulars/Decisions etc. as approved by the Commission from time to time. The decision of the Commission in this case is binding on the Licensee.
- 23.04 The Licensee shall follow the Code of Practice as approved by the Commission from time to time. The decision of the Commission in this regard is binding on the Licensee.
- 23.05 The Commission encourages the Licensees to carryout Corporate Social Responsibilities (CSR). The Licensees shall inform the Commission regarding their activities along with the detailed expenditure on a quarterly basis. The Government/Commission may instruct/direct the Licensee to take part in CSR from time to time.
- 23.06 The Licensee shall ensure that the Licensed System and the Licensed Services do not cause any damage to, or interference with, any Telecommunication System or Telecommunications Services of any other Operator.
- 23.07 The Licensee shall conduct its operations and shall establish its Licensed System in a manner so that it is not a safety hazard and is not contravention of any relevant law, rule or regulation.
- 23.08 The Licensee shall not discontinue providing Licensed Services in any area unless the Licensee notifies the Commission, probable affected customers and other stakeholders at least 90 (ninety) days prior written notice of such discontinuation. The Licensee shall take prior written approval from the Commission before such discontinuation of service. However, services to the affected subscribers may be disconnected as per the "Service Level Agreement" approved by the Commission.
- 23.09 The Licensee shall not violate any Intellectual Property Rights of any person, body or associations and shall be held responsible for any such violation under the relevant laws of the land.
- 23.10 The Commission will prepare a separate guideline/instruction for Value Added Services/ services provided by Content Provider. The conditions of that guideline/instruction shall be binding to all the Licensee.

- 23.11 The Licensee will have the right to contract for the "right of way" (RoW) to construct its network subject to conditions laid down by the concerned agencies.
- 23.12 The Licensee shall maintain balanced flow of traffic (voice and related data) for international outgoing and domestic outgoing offnet call through ICX.
- 23.13 The Licensee shall follow the terms and conditions of the instruction/order/directive/decision of the Commission for using the ISM band to provide WiFi based services.
- 23.14 If any dispute arises between the Licensees or between the Licensees and subscribers, the parties shall first attempt to resolve the differences in an amicable manner. If a settlement is not reached then the matter shall be referred to the Commission for resolution and the decision of the Commission thereon shall be binding upon the parties.
- 23.15 The Licensee shall take prior written permission for formation of any company/joint venture entity/partnership entity in Bangladesh for providing any type of telecom related services. The Licensee shall also have to take prior written permission for holding share in or being a partner of the existing entity who is providing any telecom service in Bangladesh.
- 23.16 The Commission and/or any other Government departments shall not be liable for any loss, damage, claim, charge, expense which may be incurred as a result of or in relation to the activities of the License, its employees, agents or authorized representatives.
- 23.17 All directions issued by the Commission shall remain confidential and the Licensee shall not disclose the same unless with the prior approval of the Commission.
- 23.18 Notwithstanding anything contained elsewhere or in this License the Commission reserves the right at its discretion to make the terms and conditions of this License publicly available in any media and format whether on the Commission's or any other official Government website, in any manner it deems fit and proper.
- 23.19 The Licensee shall pay the necessary fees and charges, and furnish the necessary documents in a timely manner.
- 23.20 Only equipment models or types approved by the Commission shall be used in Licensed radio communications networks and systems. In case of an equipment model or type has not been approved, clearance for the use of such equipment must be obtained from the Commission.
- 23.21 The Licensee shall follow the ITU-R recommendations to the use of radio communications equipment and as directed by the Commission from time to time.
- 23.22 The Licensee shall observe the requirements of any applicable international conventions on telecommunications to the extent that such a convention imposes obligations on Bangladesh unless expressly exempted by the Commission.
- 23.23 The Licensee shall take prior written permission from the Commission before selling any of its equipment.
- 23.24 In case of any claim by the subscriber, the Licensee shall pay the full amount of the remaining balance to the subscriber whose SIM/RUIM has been deactivated for any

reason whatsoever except identified illegal VoIP related SIM/RUIM. The Licensee shall inform the Commission about such refund at the end of each Gregorian calendar year.

- 23.25 All correspondence from the Commission shall be in writing and shall be sent to the Licensee's official place of business.
- 23.26 None of the provisions of this 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 this License shall be construed as a waiver of any other provision or of the same provision on another occasion.
- 23.27 Unless repugnant to the context –
- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of this 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 this 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 this guideline 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, Appendix and Schedule of guidelines are to Clauses, Sub-Clauses, Annexure, Appendix and Schedule to this License, respectively.
- 23.28 These guidelines shall be the integral part of the 4G/LTE Cellular Mobile Phone Services Operator License and vice-versa.

APPENDIX-1

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

Application Form/Letter of Transmittal of

4G/LTE Cellular Mobile Phone Services Operator License in Bangladesh

Information/Document Requirement

SL.	Document	Attached (Tick if document attached)	No. of Pages	Remarks
1.	Letter of Application (in letterhead pad).			
	Name, date and place of incorporation from Registrar of Joint Stock Companies (RJSC).			
	Business Address and Registered Office Address and telephone number, facsimile number, e-mail and website details.			
2.	Application Fees: BDT 5 (five) lac payable to the Commission in the form of pay order/bank draft from any Scheduled Bank of Bangladesh.			
3.	Company Information (Certified true copies to be provided)			
	A. Certificate of Incorporation/registration			
	B. Memorandum and Articles of Association			
	C. List of Directors with details of their shareholdings, and relation to other Operators and applicants for a License			
	D. Shareholders with details of equity/ownership			
	E. List of Shareholder Affiliates that are Operators or applicants for a License and description of relation to Applicant			
	F. National Identity Card (for Bangladesh National)/passport (for foreign nationals) and other antecedents of the Directors and authorized representatives of the company.			

4.	Provide undertaking for the following.			
A.	That the Company or its Directors have never been declared insolvent by a court of law.			
B.	That the Directors of the company have never been convicted by a court of law for major offences or unethical/immoral turpitude (other than minor offences)			
C.	That neither the applicant company nor its group/consortium members are defaulter(s) of the Commission.			
D.	Tax Identification Number (TIN) with Income Tax clearance certificate.			
5.	Certificate on original letterhead from the Group/Join venture/Consortium members that they are the authorized participants for Cellular Mobile License in Bangladesh through the applicant company.			
6.	Resolution of the Board of Directors of the Applicant authorizing the person who submits and signs the Letter of Application.			
7.	Special Power of Attorney granted to the person who submits and signs the Letter of Application			
8.	Brief Description of Telecommunications Qualifications and Experience of the Applicant, its key management personnel and its shareholders			
9.	Capital Cost of service/project for the first year and the sources of finance in the form of equity and debt.			
10.	Brief Description of the project in the form of forecast balance sheet and profit loss, account/income statement for the first 5 (five) years of operation.			
11.	Brief description of committed financial resources to meet Capex of the project for the 1 st year in the form of bank statement of the			

	company's account duly signed and stamped by bank manager and letter of intent/MOU signed bank and CFO/Authorized officer of the company for any debt.			
12.	Technical Plan and System Configuration in detail.			
13.	Any other matter which Applicant(s) consider the disclosure or non-disclosure of which might materially affect the Commission's decision to award the License.			
14.	In case of prospective New Entrants, self-certification with supporting documents of having the experience of running Cellular Mobile Phone Operator License for 2G Services or 3G Cellular Mobile Phone Services in any country.			
15.	In case of prospective New Entrants, provide detailed assignment of frequency band with supporting documents.			
16.	Detailed total investment in Bangladesh from the inception of other License(s) with supporting documents			
17.	Detailed information regarding loan taken from local and foreign employees banks.			
18.	Detailed information regarding local and foreign information in each tier/level.			
19.	Applicant's pending legal issues with the court (if any).			
20.	Affidavit as mentioned in Appendix-2.			
21.	Letter of Authorization and Declaration as mentioned in Appendix-3.			

E. Declaration:

1. Has any application for any License of the applicant/any share holder/partner been rejected before? [] Yes [] No

If yes, please provide date of application and reasons for rejection:

2. Do the Applicant/any Share Holder/Partner hold any other Operator Licenses from the Commission? Yes No

If yes, please give details

3. Has any other License of the Applicant/any Share Holder/Partner been cancelled before?

Yes No

If yes, please provide date of application and reasons for rejection:

4. Were the Applicants/its owner(s)/ any of its director(s)/ partner(s) involved in any illegal call termination? Yes No

If yes, please provide the following details:

- (i) Period of Involvement in illegal activities: _____
- (ii) Case No (If Applicable): _____
- (iii) Administrative fine paid to the Commission (If Applicable):
 - (a) Amount (BDT): _____
 - (b) Pay Order No./ Bank Draft No.: _____
- (iv) Undertaking given to the Commission: Yes No

I/we declare that all the information furnished in this application form are true and correct. I/we understand that approval from the Commission for this application is based on information as declared in this application. If 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 granting of License to Build, Operate and Maintain 4G/LTE Cellular Mobile Phone 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.

Date:

Place:

Signature
Name of the Applicant/Authorized
Signatory with Seal

APPENDIX-2

PRO-FORMA OF AFFIDAVIT

The undersigned, _____, of legal age, and residing at
(Name of Official/Individual Applicant(s))

_____ 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(s)))

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

OR

2. That he/she is the Applicant(s) for the License referred to below (the Applicant(s)), a citizen of the People's Republic of Bangladesh.

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

of the Applicant(s) he/she hereby certifies:

a) That all statements made in the Applicant(s)'s application for a License to establish, maintain and operate 4G/LTE Cellular Mobile Phone 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 _____ (name) _____ for a 4G/LTE Cellular Mobile Phone Services Operator License from the Bangladesh Telecommunication Regulatory Commission;

c) The Applicant(s) 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 any of its directors or partners (where the Applicant(s) is a company):
- (i) is not an insane person,
 - (ii) has not been sentenced by a court under any law, other than the 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;
 - (iii) has not 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;
 - (iv) has not been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
 - (v) has not been identified or declared by the Bangladesh Bank, by the court or by a bank or financial institution as a loan defaulter of that bank or institution;
 - (vi) any License of his has not been cancelled by the Commission at any time during the last 5 (five) years.
 - (vii) has not any outstanding dues to the Commission;
- e) That the undersigned is the Applicant(s) or is duly authorized by the Applicant(s) to make these representations and to sign this affidavit.

Director/Secretary/Partner/Duly Authorized Representative/Attorney

as or on behalf of the Applicant

Witnesses

1. _____ 2. _____

Subscribed and sworn before me

this _____ day of _____ 20 ____ at _____.

Notary Public

APPENDIX-3

LETTER OF AUTHORIZATION AND DECLARATION/POWER OF ATTORNEY

[Letterhead of the Company]

I, _____, Company Secretary of [HERE GIVE FULL NAME AND ADDRESS OF THE APPLICANT ENTITY] (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly convened and held on _____, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect;

RESOLVED THAT the Company be and is hereby authorized to apply for the grant of [here describe the nature of the License being applied for], ("the License") and to comply with all requirements of its application process and the terms of the License, if any, granted as a consequence;

FURTHER RESOLVED THAT Mr. _____ bearing National ID/Passport No _____ resident of _____ [here give designation of the appointee] be and is hereby appointed as an attorney of the Company ("the Attorney"), to be and to act as our lawful attorney, for us, in our name and on our behalf to exercise any and all of the powers herein contained, that is to say:

1. to sign, execute or authenticate all applications or other documents required to be submitted to the Bangladesh Telecommunication Regulatory Commission (herein after the "BTRC" or "Commission") and to act for and on our behalf in all matters relating to grant of the License for provision of 4G/LTE Cellular Mobile Phone Services in Bangladesh;
2. to fulfill all the requirements and formalities as may be required to be fulfilled for the grant of the License applied for, on behalf of the Applicant.
3. to attend all hearings before the Commission and to provide all necessary documents and material information or assistance as may be required by the Commission for its satisfaction to issue the License applied for by the Applicant;
4. to sign all applications, correspondence, statements or other documents submitted to the Commission on behalf of the Applicant relating to issuance of the License applied for, by the Applicant;
5. to execute all such documents and undertake all such acts as may be necessary in order to comply with the directions, decisions and orders of the Commission relating to issuance of License applied for by the Applicant;
6. and generally to do all such acts as may be necessary or incidental for the grant of the License applied for by the Applicant.

Company Secretary

APPENDIX-4

[Generic Form of 4G/LTE Cellular Mobile Phone Services Operator License]



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**
IEB BHABAN, RAMNA, DHAKA-1000

**4G/LTE CELLULAR MOBILE PHONE SERVICES OPERATOR
LICENSE**

ISSUED

TO

.....

UNDER

THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001

ON THE

..... DAY OF20.....



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

**4G/LTE CELLULAR MOBILE PHONE SERVICES OPERATOR
LICENSE**

LICENSE NO:

DATE:

--	--	--

In Exercise of the Powers under section 36 of the

Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001)

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

is pleased to issue this License in favour of

.....

represented by its CHAIRMAN/MD/CEO having registered office at

.....

as a

4G/LTE CELLULAR MOBILE PHONE SERVICES OPERATOR

in Bangladesh

whereby it is authorized

to establish, maintain and operate the Cellular Mobile Phone Systems and to provide services as specified
in this License

ON NON-EXCLUSIVE BASIS

under the terms and conditions given in the following pages of License

including the schedules annexed hereto.


M.A. Taleb Hossain
Director (Licensing)
Bangladesh Telecommunication
Regulatory Commission

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**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

No:.....

Date: - -20...

4G/LTE CELLULAR MOBILE PHONE SERVICES OPERATOR LICENSE

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

Whereas in pursuance of the “4G/LTE Cellular Mobile Phone Services Regulatory and Licensing Guidelines, 2017” (No-----, Date: __-__-20.....) Bangladesh Telecommunication Regulatory Commission (“BTRC” or “Commission”) requires to issue the License for establishing, operating and maintaining 4G/LTE Cellular Mobile Phone Systems and Services in Bangladesh.

And whereas by application dated, the Chairman/CEO/MD/CTO has prayed for a License to operate 4G/LTE Cellular Mobile Phone Services in Bangladesh.

Now, therefore, the Commission does hereby issue -

LICENSE

To

.....
represented by its Chairman/CEO/MD/CTO having its registered office at
.....

.....
the Licensee to establish, operate and maintain 4G/LTE Cellular Mobile Phone systems throughout Bangladesh and provide 4G/LTE Cellular Mobile Phone Services to subscribers, subject to the terms and conditions laid down hereinafter.


M.A. Taleb Hossain
Director (Licensing)
Bangladesh Telecommunication
Regulatory Commission

1. INTERPRETATIONS, DEFINITIONS AND ABBREVIATIONS

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

2. DURATION OF LICENSE

The duration of the License shall initially be for a term of 15 (fifteen) years from the date of issuance 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 Government, payment of necessary fees and charges, and to such terms and conditions, as may be specified herein and/or by the Government/Commission at the time of each renewal.

3. LEGAL REQUIREMENTS

The legal statutes governing the telecommunication industry in Bangladesh which will be applicable to all applicants and 4G/LTE Cellular Mobile Phone Services Operator are given below:

- (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 (as amended).
- (e) The Information and Communication Technology Act, 2006.
- (f) Any Act of Parliament or Ordinance and the Regulation(s) made or to be made by the Government.
- (g) The Rules/Regulations/Guidelines/Directives/Orders and Decisions issued or to be issued under the Act.

4. SYSTEMS AND SERVICES

- 4.01 The technical and operational systems shall comprise broadly the combination of telecommunication apparatus (e.g. switching system, transmission apparatus, terminal apparatus etc.) including the transmission network between the core network and the distribution network/Access network through different transmission media (e.g. microwave, cable, co-axial cable, optical fiber etc.) to provide 4G/LTE Cellular Mobile Phone technology based Services. The systems as described above shall include the Switching Centers, Access Network Controllers, Radio Access Points, Signaling Points/ Signaling Transfer Points, Media and Resource Servers, Data Communication Systems, Different Related Database Systems, Centralized Operation and Maintenance Centre (OMC), Customer Service Centre, Billing System, Transmission System, Power Supply System etc. and other related apparatus installed within the country. The end-user shall be connected through access frequency. The systems shall have to be Lawful Interception (LI) compliant and advanced monitoring systems.

- 4.02 Technical characteristics of equipment used under the License shall be in conformity with the IMT standards as per ITU radio regulations and recommendations. The Licensee shall provide details of the technology proposed apparatus before the installation of the system.
- 4.03 The Licensee is authorized to provide Cellular Mobile Phone Services as defined in Schedule-1 of the License which includes the following services through its own network of its Telecommunication systems:
- (i) Mobile broadband/internet services through 4G/LTE & Beyond Cellular Mobile Phone Networks.
 - (ii) Intra-Operator Domestic Voice and Video Calls.
 - (iii) Inter-Operator Domestic Voice and Video Calls.
 - (iv) International Long Distance Voice and Video Calls.
 - (v) International Roaming Services.
 - (vi) SMS/ EMS/VMS/MMS.
 - (vii) Value Added Services (VAS)
 - (viii) Any other compatible service as approved by the Commission from time to time.

5. FEES AND CHARGES

- 5.01 The Licensees will be required to pay various fees, contribution and charges to the Commission. The following table summarizes the fees and charges structure. These fees and charges are excluding of fees, charges, VAT and taxes imposed by any other competent authority. In such cases, those fees, charges, VAT and taxes shall be paid to the authority as decided by the Government.

Annual License Fee	BDT 5 (five) crore
Gross Revenue Sharing	5.5% (five point five percent) of annual audited gross revenue
Social Obligation Fund	1% (one percent) of annual audited gross revenue
Bank Guarantee	Total BDT 150 (one hundred and fifty) crore

- 5.02 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.
- 5.03 The Licensee shall, for the second and subsequent years of operation, pay annual fees comprising of the-
- (a) **Annual License Fee:** a sum of BDT 5 (five) crore and 15% (fifteen percent) VAT thereon in BDT payable by the Licensee in advance on each anniversary of the date of the License;
 - (b) **Gross Revenue Sharing with the Commission:** 5.5% (five point five percent) of the annual audited gross revenue shall be paid as revenue sharing with the Commission on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that year. If there has been any underpayment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission.
 - (c) **Social Obligation Fund:** 1% (one percent) of the annual audited gross revenue shall be paid on a quarterly basis as social obligation within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for

that year and if there has been any under payment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any over payment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission. The percentage of subscription to Social Obligation Fund (SOF) may be changed from time to time by the Government.

- (d) The fees and charges as described above shall have to be paid within the stipulated time. The due amount may be paid within 60 (sixty) Gregorian calendar days after the due date by paying late fee as fine at the rate of 15% (fifteen percent) per annum as compensation to the Commission, without prejudice to rights and authorities of the Commission to take any action as per law. If the amount is not paid within the 60 (sixty) Gregorian calendar days as stipulated, necessary actions shall be taken by the Commission as per the provisions of the License and the Act.

5.04 In addition to the above fees and charges, the Licensee shall have to pay the conversion fee for the technology neutrality of spectrum already assigned in favour of Cellular Mobile Phone Operator. This conversion fee will be decided by the Commission later on.

5.05 Annual Spectrum Fees and Charges

- (a) The spectrum charges (excluding VAT & Tax) shall be calculated by using the following formula:

$$\text{Spectrum charges in BDT} = \text{STU} \times \text{CF} \times \text{BW} \times \text{AF} \times \text{BF}$$

Where, (i) STU = Spectrum Tariff Unit BDT 70.00 per MHz per Sq. Km.

(ii) CF = Contribution Factor for Access Frequency has been fixed considering assignment of frequency, use of assigned frequency and subscriber.

SL.	Subscriber base related to use of frequency (lower limit inclusive & upper limit exclusive)	CF
1.	Up to 2 million	0.7
2.	2 million to 5 million	1.2
3.	5 million to 10 million	1.7
4.	10 million to 15 million	2.2
5.	15 million to 20 million	2.7
6.	20 million to 25 million	3.2
7.	25 million to 30 million	3.7
8.	30 million to 35 million	4.2
9.	35 million to 40 million	4.7
10.	40 million to 45 million	5.2
11.	45 to 50 million	5.7
12.	50 to 55 million	6.2
13.	55 to 60 million	6.7
14.	60 to 65 million	7.2
15.	65 to 70 million	7.7
16.	70 million and above	8.0

(iii) CF= Contribution Factor for Microwave Frequency = 1

(iv) BW = Bandwidth Assigned for Access Frequency in MHz

(v) BW = Bandwidth occupied for Microwave Frequency in MHz

(vi) AF = Area Factor for Access Frequency = 1,47,570 Sq. km

(vii) AF = Area Factor for Microwave Frequency Point to Point link = Link Length² x 0.273 (Minimum Distance for link length shall be considered from 10 km)

(viii) BF = Band Factor:

SL.	Band	BF
1.	VLF/LF/MF (3-3000 kHz)	1.00
2.	HF (3-30 MHz)	1.50
3.	VHF (30-300 MHz)	1.00
4.	UHF1 (300-806 MHz)	0.75
5.	UHF2 (806-2690MHz)	0.50
6.	SHF1 (2.69-16 GHz)	0.25
7.	SHF2 (16-31GHz)	0.15
8.	EHF1 (31-65 GHz)	0.10
9.	EHF2 (65-275 GHz)	0.05

(b) Short term charges for new microwave links depending on date of Installing will be applicable as follows:

SL.	Date of Installation	Percentage
1.	January-March	100%
2.	April-June	75%
3.	July-September	50%
4.	October-December	25%

(c) The Licensee shall follow the CF table for calculating annual spectrum charges of 4G/LTE services with total active subscribers of the Licensee. For paying the quarterly access spectrum charges in advance, the Licensee shall use the active subscriber base as on the last date of each quarter. Active subscriber means total subscriber of the Licensee.

(d) The Licensee shall calculate the distance between two coordinates $u(\phi_1, \lambda_1)$ and $v(\phi_2, \lambda_2)$ of microwave antenna as designated with latitude (ϕ) and longitude (λ) with the following Haversine formula:

$$\text{Distance} = 2 * r * \arcsin \sqrt{\sin^2(\Delta\phi/2) + \cos\phi_1 * \cos\phi_2 * \sin^2(\Delta\lambda/2)}$$

Where,

$$\Delta\lambda = \lambda_2 - \lambda_1,$$

$$\Delta\phi = \phi_2 - \phi_1$$

r is earth's radius (mean radius=6,371 Km), and ϕ and λ are in radians.

The Licensee shall submit to the Commission the coordinates (latitude, longitude) of all microwave antennas with the quarterly spectrum fee payment. The Licensee shall submit to the Commission the microwave link database with all the fields to calculate the microwave spectrum fee in Excel format in DVD.

(e) In case of using new access frequency for a fractional year in the first year, the Licensee shall follow the short-term charge policy of new microwave links.

5.06 Revenue Sharing of International Phone Calls

(a) **For International incoming calls:**

International incoming call termination rates shall be determined and reviewed from time to time by the Commission.

After deducting VAT and Tax (if applicable) the international incoming prevailing call termination rates in BDT shall be shared as per provisions of relevant Guidelines (i.e. IGW and ICX) and/or as directed by the Commission from time to time.

The Licensee shall receive 20% of the prevailing incoming call rates from IGW(s).

(b) **For International outgoing calls:**

These rates may be reviewed from time to time by the Commission. The Licensee shall collect VAT (in BDT) in addition to voice call and charges of any related services during international outgoing calls from the subscribers and shall pay applicable VAT to the Government exchequer.

The International call charges shall be shared as per provisions of relevant Guidelines (i.e. IGW and ICX) and/or as directed by the Commission from time to time. The revenue shall be calculated by the following formula:

“Z” Balance amount (in BDT) = “X” Call rate (in BDT) – “Y” specific settlement rate (in BDT) payable to overseas carriers.

The “Z” balance amount shall be shared among ANS, IGW, ICX and the Commission in the following proportion:

- (i) The Licensee shall keep 40% (forty percent) of “Z”; This 40% shall be included in the gross revenue of the Licensee.
 - (ii) The Licensee shall pay 15% (fifteen percent) of “Z” to ICX(s);
 - (iii) The Licensee shall pay “Y” specific settlement rate (in BDT) and 15% (fifteen percent) of “Z” to IGW;
 - (iv) The Licensee shall pay 30% (thirty percent) of “Z” to the Commission.
- (c) The Licensee shall follow the revenue sharing model for international incoming and outgoing calls as approved by the Government/Commission from time to time.

6. PERFORMANCE BANK GUARANTEE

- 6.01 The Licensee shall furnish Performance Bank Guarantee (PBG) of BDT 150 (one hundred and fifty) crore only in favour of Bangladesh Telecommunication Regulatory Commission within 30 (thirty) Gregorian days from the date of issuance of License in a prescribed form (Schedule-2) issued by a scheduled bank. The Licensee shall submit three PBG for three phases each of which shall be BDT 50 (fifty) crore. Validity of the first, second and third phases of PBG will be 24 (twenty four), 30 (thirty) and 42 (forty two) months respectively from the date of submission of the concerned PBG.
- 6.02 In the event of failure to fulfill the rollout obligation by the licensee, the Performance Bank Guarantee (PBG) of that licensee will be encashed by the Commission. For the failure of the fulfillment of rollout target of each phase, the Commission will encash BDT 50 (fifty) crore unless the Government decides otherwise. In case of fulfillment of the rollout target by the Licensee for each phase BDT 50 (fifty) crore from mentioned PBG will be released in favour of the Licensee, provided that there is no dues by the licensee to the Commission in which event the Commission may encash a PBG and will return the remainder, if any, to the Licensee.
- 6.03 Upon any breach of a License condition and/or failure to fulfill rollout obligations, the PBG may be encashed by the Commission. This is without prejudice to any other action that may be taken under the terms and conditions of the License.

- 6.04 The Commission will specify in details the terms and conditions of the PBG for the Licensee based on the commitments made by the Licensee in its application and any additional terms and conditions deemed necessary by the Commission.

7. ROLLOUT OBLIGATION

7.01 First Phase: Service in all Divisional Headquarters

Existing operators who will receive the 4G/LTE Cellular Mobile Phone Services Operator License are required to complete the 4G/LTE Cellular Mobile Phone Services first phase as mentioned above within 9 (nine) months from the date of issuance of this license. The licensee (new entrant) is required to complete the first phase within 15 (fifteen) months from the date of issuance of 4G/LTE Cellular Mobile Phone Services Operator License.

7.02 Second Phase: Service in another 30% of District Headquarters

Existing operators who will receive the 4G/LTE Cellular Mobile Phone Services Operator License and the licensee (new entrant) shall have to complete the second phase of roll out within 18 (eighteen) months and 24 (twenty four) months respectively from the date of issuance of the 4G/LTE Cellular Mobile Phone Services Operator License.

7.03 Third Phase: Service in all District Headquarters

Existing operators who will receive the 4G/LTE Cellular Mobile Phone Services Operator License and the licensee (new entrant) shall have to complete the third phase of roll out within 36 (thirty six) months from the date of issuance of the 4G/LTE Cellular Mobile Phone Services Operator License.

7.04 Other Obligation:

7.04.1 The Commission may direct the Licensee to extend their services to other major cities/locations of Bangladesh. The decision of the Commission shall be binding to the License.

7.04.2 Upon fulfillment of the rollout obligation, the Licensee shall have the obligation to extend their 4G/LTE services in all Upazillas, National Highway and Railway tracks of the country within 5 (five) years from the date of issuance of the License.

7.04.3 Upon fulfillment of the rollout obligation, the Licensee shall have the obligation to extend their 4G/LTE services all over the country during the licensing tenure as directed by the Commission.

8. SPECTRUM ASSIGNMENT

8.01 The Commission will declare specific spectrum bands in IMT, GSM and CDMA as technology neutral spectrum with some terms and conditions.

8.02 The spectrum assigned in favour of the Licensee as a technology neutral shall be usable/applicable to 4G/LTE and beyond technology.

8.03 The Licensee shall take prior permission and/or License from the Commission for usage of spectrum beyond 4G/LTE technology.

- 8.04 The spectrum assignment will be inclusive of Guard Bands to avoid interference with adjacent operating frequency bands.
- 8.05 In case of this Operator License is cancelled or terminated for any reason, the spectrum assignment shall be cancelled.
- 8.06 The Licensee may apply to the Commission for microwave frequency for backhaul connectivity and in case of availability and following its frequency assignment procedure, the Commission will consider the assignment of such frequency.
- 8.07 The formula for calculating the annual spectrum charge mentioned in concerned guideline shall be applicable to the Licensee.
- 8.08 If any rearrangement in the assignment within the band is required in the future, the Commission shall consult with the affected Licensees and the equipment shall have the provision to readjust according to that rearrangement.
- 8.09 The Commission with prior approval of the Government reserves the right to make any change in the charges or levies including spectrum pricing formula from time to time and the Licensee shall abide by the decision of the Commission.
- 8.10 If the Licensee fails to pay the charges in time, the amount due should be paid along with late fee as fine determined by the Commission from time to time.
- 8.11 Assigned frequency and radio apparatus or any right therewith, wholly or partly, are not transferable by any means whatsoever, and, therefore, cannot be sold, let, pledged, hypothecated, mortgaged, charged or encumbered or in any other manner transferred by the Licensee to any person or institution or Company or organization subject to the issues enshrined in Section 55 and 37(2)(jha) of the Act. Any such charge, transfer, hypothecation, pledge or encumbrance of these equipments and any agreement, power of attorney or any other document executed in connection with such desired transaction shall be void *ab initio* and, hence, shall be without lawful authority and of no legal effect. This provision shall survive termination or cancellation of the License or frequency assigned howsoever caused.
- 8.12 The Licensee shall not import/purchase any telecommunication/radio apparatus for its network without taking prior permission from the Commission.
- 8.13 The Commission reserves the right and authority to cancel or revoke the assignment of the frequency, fully or partially, without prejudice to the right and authority to take any other lawful action, for any of the following reasons:
- (i) National Security or National Interest;
 - (ii) Non-compliance or violation of any of the License conditions;
 - (iii) Non-payment of any dues where the Licensee has been failed to pay within the time period specified by the Commission in the final notice unless the matter is pending for any judicial adjudication with interim order; or
 - (iv) Any other reasonable cause deemed to the Commission fit and proper within the scope of the Bangladesh Telecommunication Regulation Act, 2001.

8.14 The frequency, being a scarce national resource, the Licensee shall ensure optimal use of the frequency, so assigned or reassigned. The Commission reserves the right to make modification of the frequency assignment/reassignment and recover the excess frequency not in use from the Licensee pursuant to modification or future assignment/reassignment of frequency actually required by the Licensee. Any modification of frequency assignment/reassignment made by the Commission shall be final and binding upon the Licensee.

8.15 The Licensee shall obtain separate License/permission for Radio System Operation and Radio Equipment License from the Commission upon payment of prescribed fees.

9. CELL PLANNING

The network should be designed by following the ITU-R Recommendations and Reports specified for International Mobile Telecommunications (IMT) with sufficient number of small cell (Pico/Hotspot/Femto cell) in the home, office and public area to ensure the adequate network capacity.

10. TARIFF AND CHARGE

10.01 The Licensee shall before providing any Service, submit to the Commission in writing:

(i) the tariff chart/schedule containing the maximum and minimum charges that it proposes to charge for the Service, and its justification for the charges, and

(ii) the description of the Service, the terms and conditions and all other relevant information that it proposes to publish to its customers. The information to be published must be in a form which is readily available, current and easy to understand.

10.02 The Licensee shall not start providing any Service before obtaining the written approval of the Commission for its tariff and shall comply with any conditions imposed by the Government/Commission.

10.03 The Licensee shall obtain the written approval of the Government/Commission before making any changes to the approved tariff charges.


10.04 The Government/Commission shall have the right to determine the tariff, call charges, etc. in the manner as contemplated under section 48 of the Act as and when necessary.

10.05 The Licensee shall have to offer all of its services within the maximum and minimum tariff limit as approved by the Government/Commission. The Commission may change/fix the tariff offered by the Licensee within the limit approved by the Government/Commission.

11. QUALITY OF SERVICE OBLIGATION

11.01 The Licensees shall provide an acceptable quality of service as per the Decisions/Directives/Regulation of the Commission. Initially the minimum data speed for downlink will be 20 Mbps. The Commission shall have the authority to change minimum data speed from time to time. The Licensee shall have the obligation to ensure the quality of services including minimum data speed as stated in the Regulations/Directives/Instructions/Orders/Guidelines for QoS issued by the Commission from time to time.

11.02 The Licensee shall ensure that voice and data traffic passes through its network with minimal interference and/or loss and without unauthorized access.



- 11.03 The Licensee shall achieve the QoS standards as set out by the Commission from time to time based on the recommendations/standards of International Telecommunication Union (ITU), other standard organizations, best practices and maintain records of the same. The Commission may inspect these records and the Licensee shall furnish certified copies of such reports to the Commission upon demand or at scheduled intervals.
- 11.04 The Licensee shall provide 4G/LTE services as per the definition mentioned in Schedule-1. The minimum data speed will be decided by the Commission from time to time and shall be binding to the Licensee.
- 11.05 The Licensee shall strictly follow and comply with the international standard set forth by the ITU or any other concerned international or regional authority in order to install eNodeB. Moreover, the Licensee shall strictly follow and comply with all applicable regulations, guidelines, decisions and directions of the Commission issued from time to time with regard to standard practice relating to install eNodeB.
- 11.06 The Commission may vary, change, amend, modify or revise the QoS standards from time to time and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission. The Licensee shall submit to the Commission monthly reports on its compliance with each of the QoS standards within the first five working days of each Gregorian calendar month, in such form as may be stipulated by the Commission.
- 11.07 If the Licensee fails to meet the QoS standards, the Commission may take necessary legal actions and also may impose the penalties set out by the Commission from time to time.
- 11.08 The Licensees are encouraged to ensure spectral efficiency without reducing the QoS. The QoS shall be monitored by the Commission from time to time.
- 11.09 The Licensee may be allowed any exception beyond its reasonable control such as fire, flooding and industrial disputes, provided that it promptly notifies the Commission and/or where applicable the other Licensees, of the facts and circumstances giving rise to such inability to comply and takes any commercially reasonable action necessary to correct any fault or avoid any such circumstances so as to re-establish compliance with the QoS standards as soon as possible.
- 11.10 The Commission may carry out tests on the quality of the Licensed Services and the Licensed System and the Licensee shall extend full co-operational and assistance for the purpose including provision of test instruments and equipment.
- 11.11 The Licensee shall install the equipment for monitoring its QoS as directed by the Commission from time to time.

12. INTERNATIONAL ROAMING

The 4G/LTE Cellular Mobile Phone Services Operators shall put in their best efforts to enter into the necessary agreement with foreign operators in order to enable and provide international roaming services with affordable price/tariff to its subscribers. The international roaming services shall be in accordance with the regulations, directives or decisions of the Commission.

13. SHARING OF FACILITIES

- 13.01 The Licensee shall comply with the provisions of the Rules/ Regulations/ Policies/ Licensing conditions/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions etc. regarding infrastructure sharing issued by the Commission from time to time.

- 13.02 The Licensee shall share infrastructure whenever and wherever as permitted by the Commission in accordance with the Infrastructure sharing guidelines.
- 13.03 Considering environmental and economic aspects, the Commission encourages to share the passive infrastructure by the Licensee as per Infrastructure Sharing Guidelines. However, the Commission may issue guidelines/instructions on "Active" infrastructure sharing e.g. Distributed Antenna System (DAS) sharing which shall be followed by the Licensee.
- 13.04 The Licensee shall not engage in reselling its own transmission capacity beyond the scope of the infrastructure sharing guidelines and provisions of NTTN guidelines.

14. NUMBERING PLAN

The numbers already allocated to the Cellular Mobile Phone Services Operator License for 2G and 3G Services shall be used for 4G/LTE Cellular Mobile Phone Services Operator License as well. This will also enable the operators to upgrade the service of their existing users from 2G and 3G to 4G/LTE. However, in case an operator need to have separate numbers for 4G/LTE Cellular Mobile Phone services, the numbers may be allocated to them if available, by following the National Numbering plan relating to cellular mobile services. However, new Licensee can request for numbering series as per the procedure/numbering plan devised by Commission.

15. MOBILE NUMBER PORTABILITY (MNP)

- 15.01 To provide flexibility to subscribers, the Licensee shall implement number portability, according to the Commission's requirements. The Commission will issue guidelines to implement the MNP.
- 15.02 The Licensee shall comply, at its own cost, with any requirements and guidelines established by the Commission on MNP.
- 15.03 The Licensee shall comply with BTRC's framework, arrangements and requirements in relation to MNP, including all relevant directions, notifications, instructions, orders which the Commission may issue from time to time.
- 15.04 The Licensee shall be connected to MNP operator to ensure MNP services to its subscribers.

16. SIGNIFICANT MARKET POWER (SMP)

- 16.01 The Licensee emerging with Significant Market Power (SMP) shall not abuse its dominant position through anticompetitive conduct.
- 16.02 The Commission with prior approval of the Government will issue Significant Market Power (SMP) Regulations and/or Guidelines. The conditions of the regulations and/or guidelines will be binding to the 4G/LTE Cellular Mobile Phone Services Operator Licensee.
- 16.03 The Government/Commission may declare any Licensee as a SMP operator by considering its market share in telecom sector in the country. Before issuance of regulation on SMP, the decision of the Government/Commission on declared SMP operator shall be binding on the Licensee.

16.04 The Government/Commission may issue any Order/Decision/Directives on declared SMP operator to save other operators and to ensure healthy competitive telecom environment.

17. ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION AND DISCRIMINATION

17.01 **Anti-Competitive Conduct:** The Licensee shall not engage in anti-competitive conduct which in the view of the Commission inhibits or impedes fair competition including exploiting a position of dominance such as to unreasonably restrict competition. Acts of anti-competitive conduct include, but not limited to, engaging in predatory price cutting which may be implied where:

- (i) a service is priced at less than marginal costs for 2 (two) consecutive months;
- (ii) such costs are likely to price competition out of the market or deter competitors from entering the market;
- (iii) the Licensee is able to recoup the full amount of the loss incurred during the period of price cutting,
- (iv) engaging in cross subsidizing where the revenues for a service is used to unfairly cross subsidize the price of other services or equipment;
- (v) engaging in unfair pricing such as to reduce or eliminate competition including fixing prices for services or equipment at a level which cannot be re-sold with a margin of profit to subscribers;
- (vi) entering into exclusive arrangements which deny competitors access to services or equipment.

17.02 **Unfair Competition:** The Licensee, on his own or through a third party, shall not engage in any practice which unfairly restricts or is likely to restrict existing competition in the national telecommunications industry or which deters or restricts or is likely to deter or restrict new Licensees into the national telecommunications industry including, but not limited to, engaging in the following practices:

- (i) asserting false or misleading claims on the availability, price or quality of its Services or Systems or the Services or Systems of any other Licensee or competitor;
- (ii) degrading the availability or quality of a Licensee or competitor's Services or Systems or unfairly raising their business, operational or technical costs;
- (iii) unlawfully interfering with the suppliers or subscribers of the Licensee or its competitors; or
- (iv) providing false or misleading information to other Licensees or competitors or to any third party.

17.03 **Discrimination:**

- (i) The Licensee shall not discriminate or create any inconvenience to any person, group or class of persons, nor shall it give any unfair or unreasonable preference to itself or any other person in, amongst other things, the performance, price, terms and conditions of the Services provided.

- (ii) The Licensee shall provide the Services to any individual in Bangladesh including customers located in rural areas without any discrimination, and also to any particular location as directed by the Commission in writing.

17.04 All financial transactions (in local and foreign currency) in relation to the License shall 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.

18. INTERCONNECTION

The Licensee shall follow the provisions of the Act and the Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004 (BTRC Regulations No. 2 of 2004) for the matters related to interconnection. The Commission reserved the right to direct the Licensee for the matters related to interconnection from time to time.

19. STANDARD CONNECTIVITY

19.01 All domestic and international Voice Calls, SMS, MMS etc. and related data will be routed (Terminated to and Originated from Bangladesh) through Interconnection Exchanges (ICXs) and International Gateways (IGWs).

19.02 The Licensee shall connect to International Internet Gateways (IIGs) to handle Licensed international internet data traffic.

19.03 For any other type of interconnection related connectivity the Licensee is obligated to obtain prior written permission from the Commission.

19.04 The Government approved this License to introduce 4G/LTE Cellular Mobile Services which needs the ICX to convert its existing system into IP based operation. The ICX operators will convert its system and services into IP based system i.e. 4G and beyond technology based compatible systems as directed by the Commission.

19.05 The ICX Licensee shall ensure to handle 4G/LTE Cellular Mobile telecom and related IP based services through its systems as directed by the Commission.

19.06 The Licensee shall maintain balanced flow of traffic (voice and related data) for international outgoing and domestic outgoing offnet call through ICX.

19.07 The Licensee shall have to connect with NIX for domestic offnet internet traffic.

20. ALTERATION OF NETWORK

The Licensee shall, within such reasonable time and in such manner as may be directed by the Commission, and at its own expense, alter the course, depth, position or mode of attachment of any apparatus forming part of its Licensed System which may cause hazard to human life/community and is deemed against the public interest. The Licensee shall provide information of its telecommunication systems whenever the Commission asks for it.

21. INTERNATIONAL MOBILE EQUIPMENT IDENTITY (IMEI) BARRING

21.01 The Licensee shall adopt the most appropriate method of implementing International Mobile Equipment Identity (IMEI) barring system as per the direction of the Commission from time to time.

- 21.02 The Network and equipment of the Cellular Mobile Phone Operators shall be compatible to IMEI barring. The decision of the Commission in this regard shall be binding to the Licensee.
- 21.03 The Licensee shall ensure to implement Equipment Identity Register (EIR) or related module in the network or as directed by the Commission. The Licensee shall also ensure that the duplication of IMEI is not allowed in its network.

22. CALL BLOCKING

- 22.01 Intentional blocking of calls of other networks to the network of the Operator is prohibited. Such an act is prejudicial to the smooth and efficient phone service and system affecting the interest of the consumer in the ultimate analysis. Such intentional blocking of calls to other operators networks shall be treated as malfunction and the Commission shall have the right to interfere and issue directives to the Licensee to stop such practice. For the failure to comply with directions the Licensee shall be liable to punitive actions such as fine, suspension or cancellation of License, as the case may be, depending upon the facts and circumstances of each and individual case.
- 22.02 The Licensee shall follow the direction of the Commission for blocking any website/web content and any services.

23. CALL RECORDS

- 23.01 The Licensee shall preserve the Call Detailed Record (CDR), Transaction Detailed Record (TDR), system logs or audit trails, network traffic data, IN dump, HLR dump, QoS and KPI reports with base data, official correspondence, statements/reports etc. for a period of 2 (two) years for scrutiny by or as directed by the Commission or required by security agencies under the law. The Licensee shall also preserve third party VAS/CP logs of activation/deactivation and service usage for the same period. After this time period, the Licensee may delete any record with the prior written permission of the Commission.
- 23.02 In addition to maintain call records mentioned above, the Licensee shall also record/store data session logs/info along with IP address for 2 (two) years for scrutiny by or as directed by the Commission or required by security agencies under the law.

24. MONITORING SYSTEM

- 24.01 The Licensee shall have the obligation to install illegal call termination detection and, self grey traffic protection and monitoring system in their premises following the direction of the Commission. The Licensee shall install online monitoring terminal to the premises of the Commission through which the Commission shall have access to the monitoring system. The Commission may inspect these systems at any time without giving any prior notice. The Commission may direct the 4G/LTE Cellular Mobile Phone Services Operator Licensees to submit the relevant information to the Commission from time to time. The decision of the Commission in this regard shall be binding to the Licensees.
- 24.02 The Licensee shall have the mechanism to prevent its subscribers from being engaged in illegal call termination or origination by using VoIP and/or other technology.
- 24.03 The Licensee shall keep enough provision against cyber threats/attacks in its systems and network and shall take applicable measures to protect its customer from possible cyber threats. They shall also have a Child Protection System and shall abide by Cyber Security Order/Decision/Guidelines/Directives/Instructions issued by the Government/Commission.

25. LI COMPLIANCE

- 25.01 The Licensee shall have to connect with the online and offline monitoring system from the inception of their operation to NTMC/LEA and BTRC. The Licensees shall comply with the decision of the Commission/NTMC/LEA for LI compliance.
- 25.02 The Licensee shall provide an appropriate system to accumulate CDR/IPDR/PDR at NTMC and the Commission. Duration of CDR/IPDR/PDR shall be decided by the Commission in consultation with NTMC/LEA.
- 25.03 LI system shall be installed with proper redundancy at National Telecom Monitoring Center (NTMC)/Law Enforcement Agency (LEA) including transmission media, other necessary hardware and software for on-line and off-line monitoring, of every exchange and subsequent maintenance (both local and foreign) to be done by the operator.
- 25.04 The Licensee shall provide high capacity storage media, as per requirement, to store bulk intercepted products i.e. call content etc. at NTMC/LEA premises.
- 25.05 The Licensee shall have the obligation, if so directed by the Commission/LEA/NTMC, to identify and immediately provide information to the Commission/LEA/NTMC regarding the persons threat to the national security. For this purpose the Licensee shall have the required technology in its systems.
- 25.06 The Licensee shall provide information and location of individual person/organization as much as possible who is threat to the National Security.
- 25.07 The Commission, NTMC and LEA should have access to live/online CDR/API access of any database of the Licensee so that the Commission and LEA may collect and observe any information of the subscribers/operators/distributors/retailers for monitoring/maintaining/controlling National Security, law and order situation as well as illegal call termination.
- 25.08 The Licensee shall have to provide monthly accounts of all information to NTMC which are collected by LEA/NTMC.

26. FRAUD MANAGEMENT

The Licensee shall formulate, install and implement an effective Telecom Fraud Management system/process proactively to combat all types of fraudulent activities, such as but not limited to, Arbitrage Fraud, Premium Rate Service Fraud, International Revenue Share Fraud, Domestic Revenue Share Fraud, Call and SMS Spamming, Call and SMS Spoofing, Subscription Fraud, Wangiri Fraud, SMS Phishing/Pharming, Mobile Financial Service Fraud & so forth. The Licensee shall follow the related directives issued by the Commission from time to time.

27. INFORMATION AND INSPECTION

- 27.01 The Commission or its authorized representatives shall have the right to enter and inspect the offices, places and premises where the Licensee has installed the Systems. The Licensee shall provide all information as may be required by the Commission and provide demonstration of the Services and the Systems if so deemed necessary.
- 27.02 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 of the License. The Licensee shall promptly deliver any information or documents to the Commission upon request.

27.03 The Commission may appoint or engage its representatives to conduct surveys or to generate reports or studies for various matters including Quality of Service (QoS), and the Licensee shall provide all persons so authorized by the Commission with reasonable assistance as well as access to any information or document.

28. REPORTS

28.01 The Licensee shall maintain separate records for 2G, 3G and 4G/LTE subscribers and shall report to the Commission periodically.

28.02 The Licensee shall furnish to the Commission on a monthly basis 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, Quality of Service (QoS) reports, traffic data of each installation as well as the type and capacity of the transmission links owned and taken on lease. The Licensee shall also be required to furnish any information on Systems and Services any time if asked for by the Commission.

28.03 The Licensee shall publish Annual Report within 6 (six) months of the end of each financial year. The Commission may, from time to time, issue guidelines for the purpose, which will be obligatory on the Licensee to follow. In addition, the Licensee shall submit to the Commission at least 10 (ten) copies of the audited financial report that will contain its balance sheet, profit and loss account, cash flow statements, network expansion, position of different services provided offered to the subscribers, number of subscribers connected or waiting for connection etc.

28.04 The Licensee shall furnish report(s) to the Commission on a quarterly basis the number and percentage of mobile devices in terms of technology usage or smart phone/ feature phone being registered with its 2G/3G/4G/LTE network separately. The Licensee shall also be required to furnish any report on the basis of the criteriaset by the Commission.

29. CHANGES IN SHARE CAPITAL

29.01 The Licensee shall seek written approval of the Commission before making any change in its ownership, shareholding and management structure. Any change in the ownership, shareholding and management structure shall not be valid or effective without prior written approval of the Commission.

29.02 In case of merger/amalgamation with any other entity, the Licensee shall take prior written approval of the Commission.

29.03 The terms and conditions including fees and charges imposed by the Government/Commission regarding changes in its ownership, shareholding and management structure and merger/amalgamation shall be binding on the Licensee.

30. TRANSFER, ASSIGNMENT AND PLEDGE OF LICENSE AS SECURITY

30.01 This License and any right accrued hereunder shall not be transferred without the permission of the Commission, wholly or partly, and as such transfer, if any shall be void.

30.02 By any means this License shall not be assigned or pledged as security when taking loans. The Licensee/operator with a view to collecting fund may with prior permission of the Commission take loan from any third party against its property and assets upon furnishing security provided that does not affect the customer services. For any other type of running expenditure loan, the Licensee shall furnish loan related information to the Commission within 15 (fifteen) days of the approval of such loan by the concerned financial institution.

30.03 The Licensee shall not subcontract out any part of the Services or the System without prior approval 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 always that the Licensee shall be 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. MOBILE VIRTUAL NETWORK OPERATOR (MVNO)

The Licensee shall comply with the provisions of the Rules/ Regulation/ Policies/Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions etc. regarding MVNO issued by the Commission from time to time. The decision of the Commission in this case is binding on the Licensee.

32. TECHNICAL, FINANCIAL AND COMPLIANCE AUDIT

32.01 The Commission will take initiative for annual technical, financial and compliance audit of the Licensee at any time. The audit team authorized by the Commission shall have the right for auditing technical, financial and compliance position of Licensee for any year. The Licensee shall comply and shall furnish all relevant information and documents as sought by the audit team. The Licensee shall preserve all the relevant data/information for technical and financial audit as per the laws of the land. The directives/ decisions/instructions of the Commission regarding technical, financial and compliance audit shall be binding on the Licensee.

32.02 The Licensee shall store each and every data and relevant document of all Licenses issued by the Commission until and unless the Commission allows the operator to delete and dispose off.

32.03 The audit team authorized by the Commission shall have the access to the computerized accounting system of the Licensee as and when deemed necessary by the Commission.

33. EMERGENCY CRISIS MANAGEMENT

33.01 The Licensee shall have an organized emergency crisis management team to take necessary action(s) to save telecom and other related infrastructure.

33.02 The Licensee shall provide the information of emergency crisis management team and other relevant preparations for saving the system from disaster.

33.03 The Licensee shall provide the information of preparation to restore their system that sustained losses from disaster.

33.04 The Licensee shall have obligation to send/transmit early warning message to its subscribers of the relevant disastrous/crisis areas as directed by the Commission.

33.05 The Commission may direct the Licensee regarding emergency crisis management from time to time.

34. ACCESS TO EMERGENCY SERVICES

34.01 The Licensee shall ensure that any person connected through customer premises equipment and through public payphones owned or operated by the Licensee, may on a 24 hour basis and without charge, contact emergency services including but not limited to (a)

the Police Services, (b) Fire Fighting Services, (c) Ambulance or Emergency Hospital Services and (d) Any other national agencies as directed by the Commission.

- 34.02 The Licensee shall provide its customers with access to Government emergency services, including automatic connections to local police, fire and ambulance assistance by means of a simple telephone number with operator standby assistance available in case of failure of Licensee's automated system.
- 34.03 The Licensee shall comply with other requirements imposed by the Commission in relation to emergency services from time to time.
- 34.04 The Commission reserves the right to declare Emergency number. The Licensee shall have to response and connect with Emergency number by which any one may call with free of cost.

35. NATIONAL EMERGENCIES

- 35.01 The Licensee shall facilitate and cooperate with all relevant Government bodies, departments and official agencies for the provision of the Services in the event of national emergencies or in matters relating to national security.
- 35.02 In the event of any war or war situation, internal national disorder (including strikes/hartals), urgent state affairs or situations demanding national security, the Government may use equipment and the Systems used by the Licensee for its network.
- 35.03 In case of national emergency, declared by the President, the Government may suspend any particular activity of or a particular service provided by the Licensee. For public interest, the Government may take over the possession of the Licensee's installations along with its employees to operate the Systems during the period of such emergency.

36. STANDARD CONTRACT

- 36.01 The Licensee shall prepare a standard contract of service for use with its customers. The Licensee shall file the standard contract, and amendments thereto from time to time, to the Commission for its approval.
- 36.02 The standard contract, as approved by the Commission, shall apply to all customers that obtain Mobile communications services from the Licensee.

37. REGISTRATION OF SUBSCRIBER

- 37.01 Proper registration of subscriber is most essential for the national security, control of law and order. The Licensee shall be liable for registration of all subscribers in a proper way as decided by the Commission from time to time. The Commission reserves the right to take necessary actions according to the License conditions and the provisions of the Act for non-compliance of this condition and may impose fine for non-compliance of the condition.
- 37.02 The Licensee shall be responsible if it fails to adopt appropriate measures for mandatory Biometric SIM/RUIM/Service Connection Registration and for prevention of false SIM/RUIM/Service Connection registration as directed by the Commission from time to time.
- 37.03 The Licensee shall be responsible for any type of non-compliance of SIM/RUIM/Service Connection registration by the concerned vendor/retailer/agent appointed by the Licensee.

38. INITIAL PUBLIC OFFER (IPO)

- 38.01 Each Licensee may float its share to Initial Public Offer (IPO) as per the rules and regulations of the Security Exchange Commission of Bangladesh and in accordance with other prevailing laws of Bangladesh.
- 38.02 No permission will be required from the Commission for transfer of shares in Secondary Market after floating IPOs.

39. BILLING AND METERING

- 39.01 The Licensee shall provide to the subscribers a clear and concise statement of charges timely and regular basis. This statement shall reflect the prices, terms and conditions for any applicable price or service plans which the subscriber has subscribed to and the due date of payment before late charges are incurred. The Licensee shall not bill its subscriber(s) for any charges which it has not disclosed to the subscriber(s) in its published tariff and/or terms and conditions, or for mobile telecommunications services that have not been sought for by the subscribers.
- 39.02 The Licensee shall take all reasonable steps to ensure that its billing systems and any metering equipment used in connection with the Service are reliable and accurate and capable of providing subscribers with itemized billing if so requested.
- 39.03 The Licensee shall keep records of metering equipment used in such form as may be specified by the Commission and shall supply such records as and when called for by the Commission.
- 39.04 The Licensee shall have to install and provide online and offline CDR monitoring system in the Commission premises for monitoring its billing system.

40. ACCOUNTS

- 40.01 The Licensee shall maintain 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 instruction/direction/order/decision to the Licensee from time to time.
- 40.02 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.
- 40.03 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.

41. SUBSCRIBER CONFIDENTIALITY

- 41.01 The Licensee shall maintain confidentiality in respect of all information provided by the subscriber except disclosure in the following situations:

- (i) where the disclosure of the information is necessary for the purposes of detecting, preventing or investigating crime in which case disclosure should only be made to persons authorized by the Commission or Law Enforcement Agencies (LEA)/NTMC,
- (ii) where disclosure is deemed necessary by the Commission or other national security agencies and law enforcement agencies, where such disclosure should only be made to persons authorized by the Commission or Law Enforcement Agencies (LEA)/NTMC, and
- (iii) where disclosure is ordered by a court of competent jurisdiction or so provided by law.

41.02 Further, the Licensee may only use any information provided by a subscriber for the following purposes:

- (i) internal planning, provisioning and billing for Services,
- (ii) facilitating interconnection and inter-operability between Licensee,
- (iii) other purposes approved by the Commission; and providing assistance to national security agencies and law enforcement agencies as specified by law.

42. COMPLAINTS AND CONSUMER PROTECTION

42.01 The Licensee shall prepare a customer charter of rights that sets out the minimum standards of service to the customers/subscribers of the Licensee and gives guidance to the employees of the Licensee in their dealings with customers and subscribers. This charter shall be prominently displayed at all premises of the Licensee, and a copy shall be provided to customers upon request.

42.02 The Licensee shall publish information about the Services it provides in a form which is easily available to consumers. This shall cover inter alia a description of the Services, the pricing plans, terms and conditions, procedures for billing, bill enquiries and complaints, the provision of fault repair services and all other relevant information relating to the provision of the Services and other telecommunications equipment.

42.03 The Licensee shall inform subscribers of all its obligations under this License and in particular highlight to its subscribers the Licensee's obligations of confidentiality and specific use of information.

42.04 The Licensee shall operate a consumer friendly system which will allow subscribers to lodge complaints to the Licensee in the event of a breach of any of the terms and conditions of this License.

42.05 The Licensee shall submit to the Commission and make publicly available at the end of the Licensee's financial year or upon demand by the Commission, a report indicating the number of complaints received from subscribers, the nature of such complaints and the steps taken by the Licensee to address those complaints. The Licensee shall prepare the report in a format prescribed or approved by the Commission.

42.06 In the event that the Licensee intends to terminate all or part of the Services, the Licensee shall notify the Commission in writing promptly and in any case at least 30 (thirty) days prior to the intended date of termination of the Service, and provide such information and

assistance the Commission may require to ensure that the interests of its customers and the public are adequately safeguarded.

- 42.07 The License shall promptly attend the complaints of the subscriber and shall maintain records of complaints and their resolution and shall make those available for inspection by the Commission as and when necessary.
- 42.08 The Licensee shall build up a management information system for customer services.
- 42.09 The Licensee shall put into effect a mechanism to settle probable complaints, objections and disputes with the subscribers which shall be informed to the Commission.
- 42.10 Any decision of the Commission in respect to ensure the consumers' protection shall be binding on the 4G/LTE Cellular Mobile Phone Services Operator Licensee. The consumer charter shall provide commitments by the Licensee to consumers in respect to the standard and quality of the Licensed service. The Licensee shall also establish and maintain substantial number of Consumer Complaint Centre/Customer Care Centre to provide quality services to its Customers/Subscribers as envisaged in Section 59 of the Act.

43. COMPLIANCE WITH LAW

- 43.01 This License is subject to the terms and conditions contained herein and to the Act, Rules and Regulations. In the event of any conflict or inconsistency between the provisions of this License, and the provisions of the Act, Rules or Regulations, the provisions of the Act, Rules and Regulations shall prevail.
- 43.02 The Licensee shall establish, maintain and operate its Licensed System, and shall provide the Licensed Services, in compliance with the laws of Bangladesh.
- 43.03 The Licensee shall at all time co-operate with the Commission and its authorized representatives in the exercise of the functions assigned to the Commission under the Act. The Licensee shall comply with all orders, determinations, directives and decisions of the Commission.

44. CONTENT AND FORMAT OF BILLS

- 44.01 The Licensee may determine the content and format of its bills to customers provided that:
- 44.01.1 in relation to a customer, the bill reflects the types of service and the units for which charges are made including, but only to the extent requested by the customer, the starting time of each connection, the number called and the duration and number of units for each call; and
- 44.01.2 the Licensee retains in its records information sufficient:
- (a) to identify for customers the basis of the amount charged for use of its Telecommunication Services; and
- (b) to provide the Commission with an independent quality assurance that the billing process complies with the requirements set out above.
- 44.02 The Licensee shall maintain appropriate billing processes to enable the Licensee to comply with the billing requirements of conditions of the Commission.

- 44.03 The above information must be made available to pre-paid customers either in printed or electronic form upon request. The supply of such information may attract a reasonable charge.

45. CODE OF COMMERCIAL PRACTICE

The Licensee shall publish within 6 (six) months of the Effective Date, a code of commercial practices approved by the Commission. The code of practice shall include, at a minimum provisions covering the following issues:

- 45.01 A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages;
- 45.02 Protection of the privacy of information transmitted over the Licensed System;
- 45.03 Maintenance by Licensee of the confidentiality of customer information;
- 45.04 Procedures for resolving disputes between Licensee and customers; and
- 45.05 Availability to customers of information concerning their accounts with the Licensee; and
- 45.06 Commitment by the Licensee to customers in respect of standard and quality of Licensed Services.

46. PRIVACY OF COMMUNICATIONS

- 46.01 The Licensee shall not monitor or disclose the contents of any communication conveyed over its Licensed System except to the extent necessary for the purpose of maintaining or repairing any part of the Licensed System or monitoring the Licensee's quality of service, or except as required by the Act, the Rules, Regulations and conditions of this License.
- 46.02 The Licensee shall take reasonable measures to safeguard its Licensed System from unauthorized interception of communication carried on the Licensed System.

47. FORCE MAJEURE

Notwithstanding anything to the contained in this License, if the Licensee shall be rendered unable to carry out the whole or any part of its obligations under this License for any reason beyond the control of the Licensee, including but not limited, to acts of God, strikes, war, riots etc, then the performance of the obligations of the Licensee as it is affected by such cause shall be excused during the continuance of any inability so caused provided that the Licensee has taken all appropriate precautions and reasonable measures to fulfill its obligation and that it shall within 14 (fourteen) days of its first occurrence notify to the Commission the same and cause of such inability and its efforts to remove such cause and remedy its consequences.

48. HARASSING, OFFENSIVE, UNSOLICITED OR UNLAWFUL COMMUNICATION

The Licensee shall take all reasonable steps to track and locate and prevent the source of harassing, unsolicited, offensive, fraudulent or unlawful communication. For that purpose:

- 48.01 Any customer of the Licensee may request (the Requesting Customer) the Commission or other duly authorized authority in Bangladesh to authorize the Licensee to monitor calls to the Requesting customer's mobile handset or device;

- 48.02 The Commission or other duly authorized authority in Bangladesh may direct a Licensee to monitor communication to and from a customer's telephone;
- 48.03 The Licensee shall provide to the Commission the information resulting from the monitoring of the communication to and from a customer's telephone, including the identification number or details of the parties that are the source of harassing, offensive fraudulent or unlawful communication and the dates of occurrence of such calls and their frequency;
- 48.04 The Commission may direct the Licensee to undertake appropriate action to protect the public from harassing, offensive, fraudulent or unlawful communication. Such direction may require the Licensee to co-operate fully with and/or provide relevant information to such other parties identified as being competent authorities by the Commission in its direction; and
- 48.05 The Licensee shall, at the request of the Commission, terminate service to any customer that is the source of harassing, offensive or illegal communication.

49. EMPLOYMENT REGULATION

- 49.01 The Licensee shall submit their HR/Employment Services Regulation to the Commission within 6(six) months of issuance of License. The Commission may seek information from time to time and issue instructions as per laws in this regard which shall be binding to all of the Licensees.
- 49.02 (i) No Licensee shall employ more than 1% (one percent) of Foreign Nationals as its employee.
- (ii) The Licensee shall appoint at least 50% (fifty percent) of each of the top two tier management posts from the Bangladeshi nationals. The top two tiers shall be considered as CXO (e.g. CEO, CFO, CTO etc.) and his/her direct repartees, and their equivalent designation.

50. HEALTH AND ENVIRONMENTAL HAZARDS

- 50.01 The Licensee shall ensure the use of energy efficient, environmental friendly network equipment (Green Telecom) and also ensure proper safety for health hazard issues nearer to their BTS and other locations of installations.
- 50.02 The Licensee shall ensure the use of green technology (in terms of renewable energy, low power consumption etc.) in at least 10% (ten percent) of its Access Nodes (e.g. BTS, eNodeB, IBS, Microwave antennas etc.) within 5 (five) years and at least 20% (twenty percent) of the same within 10 (ten) years from the issuance of the License.
- 50.03 The Licensee shall have the obligation to stop all types of radiation which are harmful to the environment and public health. The Licensee shall follow the existing guideline produced by The International Commission on Non-Ionizing Radiation Protection (ICNIRP) and any other related UN organizations for their installed radio equipment (i.e. BTS, eNodeB, IBS, microwave antennas etc). The Licensee shall also comply with the directives/instructions/guidelines/decisions regarding health and environmental hazards issued by the Commission from time to time.
- 50.04 The Licensee shall have the equipment for measuring harmful radiation from their installed radio equipment (i.e. BTS, eNodeB, IBS, microwave antennas etc). If the

Licensee fails to meet the ICNIRP and any other related UN organizations' standards, the Commission may take necessary legal actions and impose the penalties.

51. NETWORK DESIGN, INTEROPERABILITY AND PUBLIC WORKS

- 51.01 The Licensee shall design and maintain its cellular mobile telecommunication network(s) in accordance with any directions given by the Commission and shall comply with interoperability and other technical standards issued by the Commission.
- 51.02 The Licensee shall not connect to the Systems, any equipment or system that does not comply with the national standards for telecommunication apparatus set by the Commission.
- 51.03 The Licensee shall inform the Commission of the network routing used and system followed for the transmission and reception of messages, signals and other information into and out of its Systems.
- 51.04 The Licensee shall prior to any installation or maintenance work on the Systems obtain all necessary permissions from the relevant authorities or Governmental departments for works on land owned or controlled by any Government or local authority or statutory body, and from the relevant owner or occupier for works on any private land.
- 51.05 The Licensee shall undertake and complete all installation and maintenance work diligently and without delay while at all times observing the need for public health and safety in compliance with local laws and regulations. The Licensee shall at a minimum fence up the site, install warning lighting at night and restore to the original condition immediately.
- 51.06 If third party owned or Licensed property is affected as a result of the installation and/or maintenance work, the Licensee shall seek the applicable third party's consent prior to displacing or interfering with telecommunication lines, gas or water pipes, drains or sewers, or tubes, casing, duct, wires or cables or other third party property or equipment.
- 51.07 The Licensee shall be solely liable for any losses, damage, claims, costs or expenses caused, arising from or in connection with any installation and/or maintenance work in public areas.

52. FRANCHISING

- 52.01 The Commission may instruct the Licensee to submit the information of the franchisee/distributor/retailer at any time.
- 52.02 The Licensee shall ensure that its franchisee/distributor/retailer are complying with all the terms and conditions of this Licensee and all applicable laws.
- 52.03 The Licensee shall be accountable and liable for any act, omission, default, negligence or otherwise of its franchisee/distributor/retailer.

53. TERMINATION OF THE LICENSE

The License shall remain in force until it is terminated by one of the following events:

- (i) The term of the License expires without renewal;
- (ii) The Licensee agrees to the termination of this License; or

- (iii) The License is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this License.

54. SUSPENSION, CANCELLATION AND FINES

54.01 The Commission with prior approval of the Government may, in any of the events specified in Section-46 of the Act, suspend or cancel the License issued under this guideline and/or impose fine as mentioned in Section46(3) of the Act.

54.02 The Commission may also impose fine under Section 63(3) and Section 64(3) of the Act for any violation of any condition of this License.

54.03 The Commission with prior approval of the Government may cancel the License and the Licensee shall be liable for action as per the Bangladesh Telecommunication Regulation Act, 2001 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 which is mala fide,
- (ii) that the Applicant obtain the License hiding the information as mentioned in the guidelines and the Act and the reason for not providing the information is unacceptable,
- (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the 4G/LTE Cellular Mobile Phone Services Operator License within the time period mentioned in the final notice unless the matter is pending for any judicial adjudication with specific interim order,
- (iv) that the Licensee has failed to adopt appropriate measures for mandatory Biometric SIM/RUIM/Service Connection Registration and for prevention of false SIM/RUIM/Service Connection Registration as directed by the Commission from time to time,
- (v) that the Licensee is involved with illegal call termination and failed to adopt appropriate measures as per direction of the Commission in this regard,
- (vi) that the Licensee has failed to follow the directions of the Commission to prevent its subscriber from illegal call origination and termination activities.
- (vii) that the Licensee has transferred any share or issued of new shares without prior written permission of the Commission which is approved by the Government,
- (viii) that the Licensee has disclosed or is involved with any discloser of any information to anybody/performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony,
- (ix) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee and the Licensee has failed to comply with the instructions of the competent authority,
- (x) that the Licensee fails to maintain authenticated registration database of subscribers according to the instructions of the Commission or hides any financial

earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission as per service obligations; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities,

- (xi) that the Licensee fails to implement Equipment Identity Register (EIR) or related module in the network or as directed by the Commission.
- (xii) that the Licensee fails to obtain equipment for measuring harmful radiation from their installed radio equipment (i.e. BTS, eNodeB etc.) according to ICNIRP any other related UN organizations' standards as directed by the Commission.
- (xiii) that the Licensee violates or purports to violate any terms and/or conditions under this Guideline/Any Regulations/Directives/Instructions/ Orders/ Circulars/ Decisions etc. of the Commission.
- (xiv) that the Licensee violates any conditions of the 4G/LTE Cellular Mobile Operator License.

55. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

- 55.01 In the event of suspension of the License under provisions 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.
- 55.02 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.

56. AMENDMENTS

Any fees/charges and any of the terms in the License may be amended, varied or revoked in accordance with the Section-39 of the Act. In case of amendment(s) proposed by the Government/ Commission, notice will be served to the Licensee informing the reasons for the proposed change. The Government shall consider the reply of the Licensee, opinion of the Commission and other issues which will be deemed necessary and shall inform of the decision to either (a) rescind the amendments or (b) modify the amendments or (c) proceed with the proposed amendments. The Licensee shall comply with all new terms and conditions.

57. MISCELLANEOUS

- 57.01 Any dispute, controversy or claim arising out of, or in connection with, this License, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be binding.
- 57.02 If not mentioned in the particular clause, the exchange rate of Dollar and BDT shall be the cash selling rate on the day preceding the date of payment of Sonali Bank Limited or any other Bank decided by the Commission.

- 57.03 The Government/Commission has considerations to enter into Unified Licensing Regime. The Licensee shall follow Rules/ Regulations/ Policies/Directives/ Guidelines/Instructions/ Orders/ Circulars/ Decisions etc. as approved by the Commission from time to time. The decision of the Commission in this case is binding on the Licensee.
- 57.04 The Licensee shall follow the Code of Practice as approved by the Commission from time to time. The decision of the Commission in this case is binding on the Licensee.
- 57.05 The Commission encourages the Licensees to carryout Corporate Social Responsibilities (CSR). The Licensees shall inform the Commission regarding their activities along with the detailed expenditure on a quarterly basis. The Government/Commission may instruct/direct the Licensee to take part in CSR from time to time.
- 57.06 The Licensee shall ensure that the Licensed System and the Licensed Services do not cause any damage to, or interference with, any Telecommunication System or Telecommunications Services of any other Operator.
- 57.07 The Licensee shall conduct its operations and shall establish its Licensed System in a manner so that it is not a safety hazard and is not contravention of any relevant law, rule or regulation.
- 57.08 The Licensee shall not discontinue providing Licensed Services in any area unless the Licensee notifies the Commission, probable affected customers and other stakeholders at least 90 (ninety) days prior written notice of such discontinuation. The Licensee shall take prior written approval from the Commission before such discontinuation of service. However, services to the affected subscribers may be disconnected as per the "Service Level Agreement" approved by the Commission.
- 57.09 The Licensee shall not violate any Intellectual Property Rights of any person, body or associations and shall be held responsible for any such violation under the relevant laws of the land.
- 57.10 The Commission will prepare a separate guideline/instruction for Value Added Services/ services provided by Content Provider. The conditions of that guideline/instruction shall be binding to all the Licensee.
- 57.11 The Licensee will have the right to contract for the "right of way" (RoW) to construct its network subject to conditions laid down by the concerned agencies.
- 57.12 The Licensee shall maintain balanced flow of traffic (voice and related data) for international outgoing and domestic outgoing offnet call through ICX.
- 57.13 The Licensee shall follow the terms and conditions of the instruction/order/directive/decision of the Commission for using the ISM band to provide WiFi services.
- 57.14 If any dispute arises between the Licensees or between the Licensees and subscribers, the parties shall first attempt to resolve the differences in an amicable manner. If a settlement is not reached then the matter shall be referred to the Commission for resolution and the decision of the Commission thereon shall be binding upon the parties.
- 57.15 The Licensee shall take prior written permission for formation of any company/joint venture entity/partnership entity in Bangladesh for providing any type of telecom related services. The Licensee shall also have to take prior written permission for holding share in

or being a partner of the existing entity who is providing any telecom service in Bangladesh.

- 57.16 The Commission and/or any other Government departments shall not be liable for any loss, damage, claim, charge, expense which may be incurred as a result of or in relation to the activities of the License, its employees, agents or authorized representatives.
- 57.17 All directions issued by the Commission shall remain confidential and the Licensee shall not disclose the same unless with the prior approval of the Commission.
- 57.18 Notwithstanding anything contained elsewhere or in this License the Commission reserves the right at its discretion to make the terms and conditions of this License publicly available in any media and format whether on the Commission's or any other official Government website, in any manner it deems fit and proper.
- 57.19 The Licensee shall pay the necessary fees and charges and furnish the necessary documents in a timely manner.
- 57.20 Only equipment models or types approved by the Commission shall be used in Licensed radio communications networks and systems. In case of an equipment model or type has not been approved, clearance for the use of such equipment must be obtained from the Commission.
- 57.21 The Licensee shall follow the ITU-R recommendations to the use of radio communications equipment and as directed by the Commission from time to time.
- 57.22 The Licensee shall observe the requirements of any applicable international conventions on telecommunications to the extent that such a convention imposes obligations on Bangladesh unless expressly exempted by the Commission.
- 57.23 The Licensee shall take prior written permission from the Commission before selling any of its telecom equipment.
- 57.24 In case of any claim by the subscriber, the Licensee shall pay the full amount of the remaining balance to the subscriber whose SIM/RUIM has been deactivated for any reason whatsoever except identified illegal VoIP related SIM/RUIM. The Licensee shall inform the Commission about such refund at the end of each Gregorian calendar year.
- 57.25 All correspondence from the Commission shall be in writing and shall be sent to the Licensee's official place of business.
- 57.26 None of the provisions of this 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 this License shall be construed as a waiver of any other provision or of the same provision on another occasion.
- 57.27 Unless repugnant to the context—
- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of this 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 this License to a person shall be deemed to include natural and legal persons;
- (v) all references to legislation or License 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 this 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, Appendix and Schedule of Licenses are to Clauses, Sub-Clauses, Annexure, Appendix and Schedule to this guidelines, respectively.

57.28 This License shall be integral part of the Regulatory and Licensing Guidelines for 4G/LTE Cellular Mobile Phone Services in Bangladesh, 2017 and vice-versa.

57.29 This License shall be governed by and construed in accordance with the laws of Bangladesh.

57.30 This License is issued with the approval of the appropriate authority.

Signed on thisday of, 20.....
for and on behalf of the
Bangladesh Telecommunication Regulatory Commission

Director (Licensing)
Legal and Licensing Division
BTRC

SCHEDULE-1

INTERPRETATIONS, DEFINITIONS AND ABBREVIATIONS

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

1. **“Access Network Service Operators (ANS Operators)”** means the PSTN Operators, 2G Cellular Mobile Phone Operators, 3G Cellular Mobile Phone Services Operator, 4G/LTE Cellular Mobile Phone Services Operator, Cable Service Provider, Internet Service Providers, Broadband Wireless Access Operators and IPTSPs who have a direct access with the subscribers.
2. **“Asia Pacific Network Information Centre (APNIC)”** is the Regional Internet Registry for the Asia-Pacific region. APNIC provides number resource (IP and AS number) allocation and registration services that support the global operation of the Internet. It is a not-for-profit, membership-based organization whose members include Internet Service Providers, National Internet Registries, and similar organizations.
3. **“Act”** means the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001).
4. **“Application form”** means a form prescribed for applying for 4G/LTE Cellular Mobile Phone Operator License as annexed in Appendix-1 of the guidelines.
5. **“Applicable System”** means all the necessary engineering systems and equipment to provide 4G/LTE Cellular Mobile Phone Services as per technical, operational and qualitative requirements.
6. **“Broadband Wireless Access (BWA)”** means high speed mobile wireless internet access and the subscribers will be allowed to use their equipment as fixed, nomadic or mobile.
7. **“Commission”** means the Bangladesh Telecommunication Regulatory Commission (BTRC) established under the Bangladesh Telecommunication Regulation Act, 2001.
8. **“Call Detail Record (CDR)”** is generated by all types of switch and HUB in the form of binary or any other form of file that includes all types of records of outgoing and incoming calls such as caller and called party number, origin and destination of calls, call duration, calling time, location, etc.
9. **“CDMA”** means Code Division Multiple Access which including Cellular Mobile Standard Operating CDMA Cellular Mobile Phone service or for operating or maintaining such system or service or for using radio apparatus.
10. **“Content Provider”** is the entity which provides effective and useful information to the common people and multimedia content to the users through Internet. This may include Bangladesh Election Commission, National Identity Registration Authority, E-Library services of Universities, Utility Companies, Gaming Portal, Video on Demand service etc.
11. **“Deep Packet Inspection (DPI)”** is a form of computer network packet filtering that examines the data and/or header part of a packet as it passes an inspection point, searching for non-protocol compliance, viruses, spam, intrusions or predefined criteria to decide if the packet can pass or if it needs to be routed to a different destination, or for the purpose of collecting statistical information.

12. **“Government”** means the Government of the People’s Republic of Bangladesh represented by Ministry of Posts, Telecommunications and Information Technology.
13. **“GSM”** means Global System for Mobile Communication which includes cellular mobile standard operating GSM Cellular Mobile Phone service or for operating or maintaining such system or service or for using radio apparatus.
14. **“Grey International Telephony Services”** means involvement at any level in origination, termination, routing, modification, alteration of telecom traffic by Licensed or un Licensed operator with the intent to avoid the associated fees, taxes levied by the Regulator or GoB from time to time and/or to conceal or misreport the traffic and the associated information from the regulator for the gain of any other motives;
15. **“Interconnection”** means the visible or invisible or physical or logical linking of more than one telecommunication network in order to enable the users of one network to communicate among themselves or to communicate with the users of another network or to avail themselves of the service of the other network.
16. **“Interconnection Exchange (ICX)”** refers to switching system which provides interconnections among the existing/future telecommunication network of the operators and allows monitoring, Lawful Interception (LI) facilities and roaming number portability.
17. **“International Gateways (IGWs)”** are switching systems through which international voice traffic (VoIP and Clear Channel) is sent and received. IGW allows physical monitoring of the traffic flow.
18. **“International Internet Gateway (IIGs)”** are switching systems through which International Internet traffic is sent and received. IIG allows physical monitoring of the internet/traffic flow.
19. **“ITU”** means International Telecommunication Union.
20. **“Infrastructure”** means all telecom related equipment (Hardware and Software) including GSM/CDMA Cellular Mobile equipment
21. **“Licensee/operator”** means 4G/LTE Cellular Mobile Phone Services Operator.
22. **“License”** means an authorization issued by the Commission under Section 36 of the Act, and Regulations issued by the Commission for establishing, operating and maintaining 4G/LTE Cellular Mobile Phone Services.
23. **“LI”** means Lawful Interception;
24. **“4G Cellular Mobile Phone Services”** means the International Telecommunications Union-Radio communications sector (ITU-R) specified a set of requirements for 4G standards, named the International Mobile Telecommunications Advanced (IMT-Advanced) specification, setting peak speed requirements for 4G service at 100 megabits per second (Mbit/s) for high mobility communication (such as from trains and cars) and 1(one) gigabit per second (Gbit/s) for low mobility communication (such as pedestrians and stationary users);
25. **“Technology neutrality”** means any available technology to date can be employed to provide cellular mobile phone services in the assigned frequency band. It is a wide goal to relax administrative constraints to allow the market places to “naturally select” those systems leading to an optimal usage of radio resources.
26. **“Number Portability”** is the term used to describe capability of individuals, business and organizations to retain their existing telephone number(s) and the same quality of service when switched to another local service provider.

27. **"PSTN"** means Public Switched Telephone Network Licensed by the Commission.
28. **"Quality of Service (QoS)"** is evaluated on the basis of measures on the grade of service, calls lost due to wrong processing, bit error rate, response time, acceptable number of faults per unit subscribers served, and Mean Time To Restore (MTTR), faults carried over beyond the MTTR, etc.
29. **"Quarter"** means a period of three months of the Gregorian calendar year.
30. **"Regulation"** means regulations made or will be made in the future by the Commission under the Act.
31. **"Rules"** means all or any rules issued from time to time by the Government under the Act;
32. **"Subscriber"** means any person or legal entity that avails the service from the Licensee/operator.
33. **"SS7"** means signalling system number 7 which is an ITU-T common channel signalling protocol.
34. **"Systems"** means cellular mobile phone systems, for which the Licensee/operator is granted a License to establish, operate and maintain such system.
35. **"SIM"** means subscriber identity module;
36. **"SMP"** means significant market power as defined by the Commission;
37. **"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 fibre or other electro- magnetic or electro chemical or electro-mechanical or satellite communication system.
38. **"Telecommunication Service"** means telecommunications services defined under section 2(15) of Bangladesh Telecommunication Regulation Act, 2001.
39. **"Telecommunication System"** means Telecommunications System defined under section 2(13) of Bangladesh Telecommunication Regulation Act, 2001.
40. **"Tariff"** means rates, charges payable by a subscriber/party for service provided and related conditions at which telecommunication services may be provided including rates and related conditions at which messages shall be transmitted, deposits, installation fees, rentals, free calls, usages charges and any other related fees or service charge.
41. **"Terminal Equipment"** means equipment which is directly or indirectly connected to any Network Termination Point and which is used directly by users in order to access Telecommunications Services;
42. **"SOF"** means Social Obligation Fund as defined in the Act. any Rules/Regulations and Guidelines issued by the Government/ the Commission from time to time.
43. **"Multi Router Traffic Grapher (MRTG)"** means free software for monitoring and measuring the traffic load on network links. It allows the user to see traffic load on a network over time in graphical form.
44. **"Gross Revenue"** of a period for the purpose of revenue-share calculation means the total income arising out of ordinary course of the Operator's operations minus other operators' charges as well as charges (revenue shares) payable to third-party VAS/CP operators in

that period. For international outgoing calls, the allowed deductions are charges payable to international carrier (through IGW), IGW, ICX and BTRC. For local outgoing calls, the allowed deductions are charges payable to ICX and ANS operators. For outbound international roaming (out-roamer), the allowed deductions are charges payable to foreign operators and clearing houses. For data revenue, the allowed deductions are charges payable to IIG operators. For third-party VAS/CP revenue, the allowed deductions are charges (revenue shares) payable to third-party VAS/CP operators. The ordinary course of operation is defined as the combination of all services and activities for which a telecom operator has been granted the License to operate in Bangladesh.

45. **“DIVISIONAL HEAD QUARTER”** means divisional metropolitan city area.

46. **“DISTRICT HEAD QUARTER”** means the district powroshabha.

47. **Abbreviations**

47.01	ANS	-	Access Network Services.
47.02	AF-		Area Factor for Access Frequency
47.03	BHCA	-	Busy Hour Call Attempts
47.04	BDT	-	Bangladeshi Taka
47.05	BWA	-	Broadband Wireless Access
47.06	BTS	-	Base Transceiver Station
47.07	BF	-	Band Factor
47.08	BW	-	Bandwidth
47.09	BSC	-	Base Station Controller
47.10	CCS7	-	Common Channel Signalling No. 7
47.11	CDMA-		Code Division Multiple Access
47.12	CDR	-	Call Detail Record.
47.13	CSR	-	Corporate Social Responsibilities
47.14	CEO	-	Chief Executive Officer
47.15	CF	-	Contribution Factor for Access Frequency
47.16	Commission-Bangladesh Telecommunication Regulatory Commission (BTRC).		
47.17	DDF	-	Digital Distribution Frame
47.18	EDGE	-	Enhanced Data-Rates for GSM Evolution.
47.19	ENUM-		tElephone NUMber Mapping.
47.20	EHF	-	Extra High Frequency
47.21	EMS	-	Extended Message Service
47.22	FDI	-	Foreign Direct Investment

47.23	GOB	-	Government of Bangladesh
47.24	GHz	-	Gigahertz
47.25	GPRS	-	General Packet Radio Service
47.26	GSM	-	Global System for Mobile
47.27	HF	-	High Frequency
47.28	ICX	-	Interconnection Exchange.
47.29	IGW	-	International Gateways.
47.30	ILDTS-		International Long Distance Telecommunication Services.
47.31	IP	-	Internet Protocol.
47.32	IPO	-	Initial Public Offer.
47.33	ISO	-	International Organization for Standardization
47.34	ISP	-	Internet Service Provider.
47.35	IX	-	Internet Exchange.
47.36	ICT	-	Information and Communication Technology
47.37	ITU	-	International Telecommunication Union
47.38	IMEI	-	International Mobile Equipment Identity
47.39	IPR	-	Intellectual Property Rights
47.40	Kbps	-	kilo bits per second
47.41	KHz	-	Kilohertz
47.42	Km	-	Kilo meter
47.43	LEA	-	Law Enforcing Agencies
47.44	LI	-	Lawful Interception.
47.45	LAN	-	Local Area Network
47.46	LF	-	Low Frequency
47.47	LTE	-	Long Term Evolution
47.48	MoPTIT-		Ministry of Posts, Telecommunications and Information Technology
47.49	MHz	-	Megahertz
47.50	MF	-	Medium Frequency
47.51	MD	-	Managing Director
47.52	MVNO-		Mobile Virtual Network Operator
47.53	MSC	-	Main Switching Centre

47.54	NGN	-	Next Generation Network.
47.55	NMC	-	National Monitoring Centre
47.56	OMC	-	Operation and Maintenance Centre
47.57	POP	-	Point of Presence.
47.58	POI	-	Point of Interconnection.
47.59	PLMN	-	Public Land Mobile Network.
47.60	PSTN	-	Public Switched Telephone Network.
47.61	QoS	-	Quality of Service.
47.62	RIO	-	Reference Interconnection Offer
47.63	RUIM	-	Removable User Identity Module
47.64	SIP	-	Session Initiation Protocol.
47.65	SLA	-	Service Level Agreement
47.66	STM-x	-	Synchronous Transfer Mode (Fibre Channel Card)
47.67	STU	-	Spectrum Tariff Unit
47.68	SIM	-	Subscriber Identity Module
47.69	SMP	-	Significant Market Power
47.70	SMS	-	Short Message Service
47.71	SHF	-	Super High Frequency
47.72	UHF	-	Ultra High Frequency
47.73	VAT	-	Value Added Tax
47.74	VLf	-	Very Low Frequency
47.75	VHF	-	Very High Frequency
47.76	VMS	-	Voice Message Service
47.77	VoIP	-	Voice over Internet Protocol.
47.78	VSAT	-	Very Small Aperture Terminal.
47.79	2G	-	2 nd Generation Mobile Services
47.80	3G/4G	-	3 rd /4 th Generation Mobile Services

SCHEDULE-2

PRO-FORMA OF 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 BDT.....
crore only in favour of "The Bangladesh Telecommunication Regulatory
Commission" as 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 4G/LTE Cellular Mobile Phone Services 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.

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

The Bank hereby irrevocably guarantees and undertakes to pay to the Commission, any or all sum up to the amount of BDT crore only as described in the 4G/LTE Cellular Mobile Phone Services Regulatory and Licensing Guideline, 2017 for invitation of applications for issuing 4G/LTE Cellular Mobile Phone Services Operator License as decided by the Commission in accordance with the conditions of the License.

In the event of failure of the roll out obligations, this Bank Guarantee of the Licensee will be encashed by the Commission. For the failure of the fulfillment of rollout target mentioned in the License, the Commission will encash crore without giving any reason. In case of fulfillment of the rollout target by the Licensee, BDTcrore from mentioned BG will be released in favour of the Licensee, provided that there is no dues by the Licensee to the Commission in which event the Commission may encash a BG and will return the remaining amount, if any, to the Licensee. The Commission may encash the Bank Guarantee to any extent to realize the outstanding dues as well. When the full performance bank guarantee will be encashed by the Commission for failure of commencement and rollout, the Commission will take necessary action to cancel the License.

The Bank hereby irrevocably guarantees and undertakes to pay to the Commission, any or all sum up to the amount of BDT.....only as described in the Regulatory and Licensing Guidelines for invitation of applications for issuing 4G/LTE Cellular Mobile Phone Operator 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 authorized 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 favor of: The Bangladesh Telecommunication Regulatory Commission

This Guarantee is irrevocable and shall remain in force form..... to

The Bank shall not be discharged or released from its obligations under this Guarantee unless it has paid any or all sum 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

Name

Address

Date

Signature

Name

Address

Date

FORM-1

FORM FOR REDUCTION OF GUARANTEED AMOUNT OF THE PERFORMANCE

BANK GUARANTEE

[Letterhead of Licensee]

[Date]

To: The Bangladesh Telecommunication Regulatory Commission
[Address]

SUB: REQUEST FOR REDUCTION IN BANK GUARANTEE.

Dear Sir,

This is with reference to the 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 target as per clause No.....of the License.

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]

SUB: REQUEST FOR PAYMENT OF BANK GUARANTEE AGAINST SECURITY DEPOSIT

Dear Sir,

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 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