



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

No. BTRC/LL/3G Guidelines(394)Part-1/2012-148

Date: 14-02-2013

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

FOR

ISSUING LICENSE

FOR

ESTABLISHING, OPERATING AND MAINTAINING

3G CELLULAR MOBILE PHONE SERVICES

IN

BANGLADESH



TABLE OF CONTENTS

1.	Regulatory and Licensing Guidelines for 3G Cellular Mobile Phone Services.....	3-30
2.	Appendix-1: Letter of Transmittal.....	31-34
3.	Appendix-2: Affidavit.....	35-37
4.	Appendix-3: Letter of Authorization and Declaration.....	38
5.	Appendix-4: Power of Attorney.....	39-40
6.	Appendix-5: Generic Form of 3G Cellular Mobile Phone Services Operator License.....	41-70
7.	Schedule-1 of Appendix-6: Interpretations, Definitions and Abbreviations.....	71-76
8.	Schedule-2 of Appendix-6: Pro-Forma of Performance Bank Guarantee.....	77-80
9.	Appendix-6: Generic Form of Radio Communications Apparatus License for 3G Services	81-91





BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB BHABAN, RAMNA, DHAKA-1000

REGULATORY AND LICENSING GUIDELINES

FOR

3G CELLULAR MOBILE PHONE SERVICES

1. INTRODUCTION

- 1.01 The Government has authorized the Bangladesh Telecommunication Regulatory Commission (Commission) to issue the approved guidelines. As such the Commission has been empowered by the Government and under the Section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (Act) with the prior approval of the Government to issue Licenses for the operation and provision of 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 Guidelines for those applicants who intend to bid for license and relevant spectrum to provide “3G 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- 1.04 This guideline, may be withdrawn, revised, updated or amended from time to time, according to Section 39 of Bangladesh Telecommunication Regulatory Act, 2001, to take into consideration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 This guideline is approved by the government and shall come into effect from the date of their issuance by Bangladesh Telecommunication Regulatory Commission (BTRC).

2. OBJECTIVES AND INTERPRETATION

- 2.01 This guideline is intended to provide an overview of the licensing and regulatory framework for Applicant(s) seeking to obtain a License to provide and operate 3G 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 This guideline has been prepared taking into account the objectives of the Government to facilitate the introduction of 3G Cellular Mobile Phone Services in Bangladesh.
- 2.03 The licensee is permitted to build, own and operate 3G Cellular Mobile Phone Services which meets the ITU standards and/or any other standards approved by the Government/Commission. The License/Spectrum shall not be transferred, sub-licensed to, or held on trust for other entity.
- 2.04 This licensing Guideline is 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 invitation is to auction for the development and operation of 3G Cellular Mobile Phone Services to contribute to a sustainable development towards better and affordable telecommunication services for all and to ensure efficient usage of resources through effective competition.

3. LEGAL REQUIREMENTS

The legal statutes governing the telecommunication industry in Bangladesh which will be applicable to all applicants and 3G Cellular Mobile Phone Services Licensee is 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 Commission.
- (f) The Rules, Regulations Guidelines/Directives/Orders and Decisions issued or to be issued under the Act.

4. TITLE

This Guideline is to be termed as "3G Cellular Mobile Phone Services Regulatory and Licensing Guidelines, 2013" and the licenses issued through this Guideline to be termed as "3G Cellular Mobile Phone Services Operator License."

5. NUMBER OF LICENSE

The Commission will issue 05 (five) "3G Cellular Mobile Phone Services Operator License" including assignment of Spectrum. Among them 4(four) Licenses will be awarded through open auction.

6. ELIGIBILITY

- 6.01 The eligible applicants to participate in open auction process are (subject to other provisions of the Guidelines):



- (i) Existing Cellular Mobile Phone Operators in Bangladesh (except Teletalk Bangladesh Limited) and any new entrant(s) who are eligible as per provisions stipulated in this guideline.
- (ii) The Government owned company named Teletalk Bangladesh Ltd. will be awarded 1 (one) 3G Cellular Mobile Phone Services Operator License in the same terms and conditions including the Spectrum assignment fee as shall be applicable to the other licensees.
- (iii) Only one license will be awarded to new entrants but no license will be reserved for them. New Entrants will be eligible to participate in the auction process subject to their success during the primary evaluation of the applications/offers on the basis of the required qualifications and documents/information submitted by the applicant(s);
- (iv) The primary evaluation criteria of the new entrant shall include (but not limited to) experience of providing 2G and 3G services in at least 2 (two) countries for a minimum of 5 years having at least 15 million of subscribers.
- (v) The new entrant selected through auction process to receive 3G Cellular Mobile Phone Services Operator License, shall be eligible to apply for a “Cellular Mobile Phone Operator License” for 2G services to the Commission. The terms and conditions including fees and charges for 2G license and spectrum shall be applicable as per “Cellular Mobile Phone Operator Regulatory and Licensing Guidelines, 2011”.
- (vi) For the development, operation and roll out of 3G Services, 100% of FDI (Foreign Direct Investment) or Foreign Partnership or Joint Venture or investment from NRB (Non-Resident Bangladeshi) is permitted. The foreign partner shall invest foreign currency directly equal to its percentage of ownership and no loan from any Bangladeshi Schedule Bank/Financial Institution/Leasing Company can be raised for the foreign part of the investment to pay license fee, spectrum acquisition fee and to purchase equipment (hardware and software) and services from abroad during the roll-out period. The rules, regulations and instructions of Bangladesh Bank, Board of Investment and any other competent authority of the Government shall be binding to the licensee regarding the operational financing.

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 defaulter loanee 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 (v) 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.
- 7.02 No entity shall be eligible to apply if it has any outstanding dues to the Commission and has failed to pay within the time period mentioned in the final notice unless the matter is pending for any judicial adjudication;

8. DURATION OF LICENSE

The duration of the Licenses, shall initially be for a term of 15 (fifteen) years. Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 5 (five) years in duration, subject to the approval from the Government, payment of necessary fees and charges, and to such terms and conditions, as may be specified herein and/or by the Government at the time of each renewal.

9. AVAILABILITY OF THE LICENSING GUIDELINE

- 9.01 This guideline is 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 5,000/- (five thousand) or equivalent US\$ in the form of pay order or bank draft in favour of Bangladesh Telecommunication Regulatory Commission.
- 9.02 The Guideline which includes prescribed Application Form, Generic form of License and application information instructions will be available in the office of the Commission.

10. APPLICATION FORM

The applicant shall submit Application for “3G Cellular Mobile Phone Services Operator License” to the Commission in the prescribed Form duly filled in, signed and sealed, together with all the necessary documents and information. The detailed requirements for submission of documents along with the prescribed Application Form are appended with this Guideline at APPENDIX -1.

11. SUBMISSION OF DOCUMENTS

- 11.01 The application in applicants letter head pad shall include duly completed 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 fees of BDT 5,00,000/- (five lac) or equivalent US\$ payable in favour of 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 01 (one) shall be original. The applicant(s) shall also submit soft copy of all the documents in CD/DVD (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 for in the application is untrue, inaccurate or incomplete.

12. GENERIC FORM OF LICENSE

The Generic forms of “3G Cellular Mobile Phone Services Operator License” and “Radio Communications Apparatus License for 3G services” are appended with this guideline as APPENDIX-5 and APPENDIX-6 respectively.

13. APPLICATION PROCESSING

13.01 The bidding/auction committee will evaluate the proposals/offers on the basis of the documents/information submitted by the applicant(s). The Commission will announce names of the Applicants who are eligible to participate in the open auction process at appropriate time.

13.02 The Commission will inform the eligible applicants by courier, letter, fax or e-mail about their eligibility. The selected applicants will be entitled to participate in the bidding process subject to the submission of Bid Earnest Money amounting US\$ 20 (twenty) million or equivalent BDT.

13.03 The Commission will verify Bid Earnest Money and will inform the applicants of the acceptance of the same.

13.04 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 is to be forwarded to the Commission within a stipulated time to be decided by the Commission.

13.05 While inviting applications the Commission shall declare a time schedule including that of the pre-bid meeting(s), submission of proposals/offers, auction and awarding of license.

14. SYSTEMS AND SERVICES

14.01 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 3G Cellular Mobile Phone 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. installed within the country. The end-user shall be connected through access frequency. The systems shall have Lawful Interception (LI) and to be LI compliant.



- 14.02 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 before the installation of the system.
- 14.03 The Licensee is authorized to provide 3G Cellular Mobile Phone Services as defined in serial No. 23 of the Schedule-1 of the license which includes the following services through its own network of its Telecommunication systems:
- (i) 3G Cellular Mobile Phone Services.
 - (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) Mobile Internet
 - (viii) Value Added Services (VAS)
 - (ix) Any other Compatible Service as approved by the Commission.

15. SPECTRUM ASSIGNMENT

- 15.01 Total 40 MHz spectrum from the spectrum band 2.1 GHz (1920 MHz -1960 MHz/2110 MHz-2150 MHz) will be auctioned for 3G Cellular Mobile Phone Services Operator License.
- 15.02 The 40 MHz of spectrum is available in 08 blocks of 5 + 5 (Uplink + Downlink) MHz each. The blocks are as follows –
- (i) 1920MHz-1925MHz/2110 MHz-2115 MHz
 - (ii) 1925MHz-1930MHz/2115 MHz-2120 MHz
 - (iii) 1930MHz-1935MHz/2120 MHz-2125 MHz
 - (iv) 1935MHz-1940MHz/2125 MHz-2130 MHz
 - (v) 1940MHz-1945MHz/2130 MHz-2135 MHz
 - (vi) 1945MHz-1950MHz/2135 MHz-2140 MHz
 - (vii) 1950MHz-1955MHz/2140 MHz-2145 MHz
 - (viii) 1955MHz-1960MHz/2145 MHz-2150 MHz
- 15.03 An individual successful bidder can have maximum of 2 (two) blocks through the auction process. If any block remains unsold after auction, successful bidders may apply to the Commission for additional block within 30 days from the auction completion date. For allotment of additional block the priority shall be determined upon the position in the auction. One licensee shall be allowed to have a maximum of 3(three) blocks in total unless the Government decides otherwise. For additional block, licensee shall pay the price as determined by the auction. 60% of the additional spectrum acquisition fee shall be paid within 30 (thirty) days from the date of issuance of the letter of allotment. The rest 40% shall be paid within 180 (one hundred and eighty) days from the date of issuance of the letter. The Commission should try to maintain adjacency of the assigned blocks for an individual licensee.



- 15.04 The spectrum assignment will be inclusive of Guard Bands to avoid interference with adjacent operating frequency bands.
- 15.05 In case of this license is cancelled or terminated for any reason, the spectrum assignment shall be cancelled.
- 15.06 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.
- 15.07 The formula for calculating the Annual Spectrum charge is provided in Clause No. 31.09 of this guideline.
- 15.08 The assigned frequency shall stand automatically cancelled if it is not used within 01 (One) year from the date of assignment unless the Government decides otherwise.
- 15.09 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.
- 15.10 After attaining all the roll-out obligations as expressed in this guideline, the Licensee may be allowed to use 800MHz, 900MHz and 1800MHz Access Frequency for 3G services. The Government shall decide the terms and conditions including fees and charges, if any, for such use of the spectrum assigned for 2G services.
- 15.11 The Commission with prior approval of the Government reserves the right to make any change in the charges or levies from time to time and the Licensee shall abide by the decision of the Commission.
- 15.12 If the Licensee fails to pay the charges in time, the amount due should be paid along with late fee as mentioned in the Spectrum Pricing formula and as determined by the Commission from time to time.
- 15.13 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. 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.
- 15.14 The licensee shall not import/purchase any Telecommunication/Radio apparatus for its network without taking prior permission from the Commission.
- 15.15 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; or
- (iv) Any other reasonable cause deemed to the Commission fit and proper within the scope of Bangladesh Telecommunication Regulatory Act-2001.

16. EXISTING GOVERNMENT OWNED COMPANY

The Government owned company, Teletalk Bangladesh Ltd is exempted from taking part in the auction subject to the fulfillment of following conditions:

- (a) The entity shall apply for the 3G Cellular Mobile Phone Services Operator License following the procedures mentioned in this Guideline;
- (b) It shall submit all relevant documents, fees and charges mentioned in this guideline;
- (c) It shall pay the license acquisition fee and spectrum assignment fee (as determined through auction) for 3G Cellular Mobile Phone Services Operator license.

17. SCOPE FOR THE NEW ENTRANT

- 17.01 The new entrant selected through auction process to receive 3G Cellular Mobile Phone Services Operator license may apply to the Commission for Cellular Mobile Phone Operator License and Radio Communications Apparatus license for 2G services within 60 (sixty) working days from the date of issuance of notification letter for awarding 3G Cellular Mobile Phone Services Operator license from the Commission. The terms and conditions including fees and charges for 2G license and spectrum shall be applicable as per “Cellular Mobile Phone Operator Regulatory and Licensing Guidelines, 2011”.
- 17.02 The Commission may issue to the successful new entrant, the “Cellular Mobile Phone Operator License” and “Radio Communications Apparatus license” for 2G services after submission of required fees and charges to the Commission. In this case the other terms and conditions of Cellular Mobile Phone Operators Regulatory and Licensing Guidelines, 2011, dated: 11-09-2011 will be applicable to the new entrant.

18. 4G/LTE SERVICES

3G Cellular Mobile Phone Services Operator licensees shall be eligible to provide 4G/LTE services using the assigned spectrum block(s) for 3G services. The Government may permit 4G/LTE Services in 800 MHz, 900 MHz, 1800 MHz bands or in any other suitable band. The terms and conditions of the use shall be determined by the Government at the time of such permission.

19. AUCTION PROCESS AND AWARDING OF LICENSE

- 19.01 The Auction shall be based on an open outcry (the British system). The Commission shall declare the detail procedure and time schedule of the auction. The Commission shall arrange at least one pre-bid meeting before the auction.
- 19.02 The Auction will be held in multiple rounds through open outcry. The following procedure shall be followed:
 - 19.02.1 The Commission shall form an auction Committee to conduct the auction.



- 19.02.2 Multiple Rounds through open outcry method will be used for the Auction Process. The **Base Price** for auction is US Dollar 20 (twenty) million per MHz of spectrum. The minimum and maximum slab of bid increment shall be determined by the Commission while preparing the auction details.
- 19.02.3 Each bidder has to deposit Bid Earnest Money as mentioned in Clause-31.04 within the time schedule determined by the Commission. If the Bid Earnest Money is accepted by the commission, it will be considered that the bidder must attend the auction and he/she agrees to pay the base price for one block of spectrum. In case of failure to attend the Auction, the bid earnest money of the bidder shall be forfeited. In case of less than 4 (four) qualified bidders appearing on the Auction Date, the matter will be decided by the Auction Committee accordingly.
- 19.03 The auction shall be held for the 08 (eight) blocks of 5 MHz + 5 MHz spectrum.
- 19.04 All the qualified bidders shall accept any decision given by the Auction Committee as final.
- 19.05 Each of the Winning Bidders shall deposit 60% of the total amount of Spectrum Assignment Fee as Bid Deposit in BTRC's designated bank account in US Dollars or its equivalent in BDT maintaining provision of Clause-6.01(v) within 30 (thirty) working days from the Auction Result Notification Date. The conversion rate will be the Foreign Currency (FC) selling rate of Bangladesh Bank as on the auction date. The Bid Earnest Money will be adjusted against the bid deposit.
- 19.06 The remaining 40% of the total amount of Spectrum Assignment Fee shall be paid within 180 (one hundred and eighty) working days from the Auction Result Notification Date in US Dollars or its equivalent in BDT to be converted at the Foreign Currency (FC) selling rate of Bangladesh Bank as on the auction date maintaining provision of Clause-6.01(v).
- 19.07 If any of the Winning Bidder fails to make the payments as referred above within the stipulated time, the next higher bidders in the order of their bids will be offered the Spectrum on the Auction Winning Price and on the same terms and conditions subject to submission of written undertaking and Bid Earnest Money of US\$ 20 (twenty) million.
- 19.08 The Commission shall forfeit the Bid Earnest Money and all other amounts received from the defaulting bidder(s).
- 19.09 The successful or winning bidder may deposit 100% of auction winning price at a time as Bid Deposit in BTRC's designated bank account in US Dollars or its equivalent in BDT maintaining provision of Clause-6.01(v) at any time during office hours in any working day within the above mentioned time limit.
- 19.10 The Spectrum shall be assigned and Licenses will be issued after payment of License fee and 60% of the spectrum acquisition fees subject to fulfillment of other terms and conditions stipulated in this guideline.

20. DISQUALIFICATION

- 20.01 Without prejudice to any other remedy that may be available to it, the Commission reserves the right, on the recommendation of the Bidding Committee, to disqualify any Bidder and forfeit its money for any of the reasons set out below:



- 20.01.1 If a Winning Bidder abandons the bid or fails to pay first 60% of the total amount within 30 (thirty) working days or remaining 40% within 180 (one hundred and eighty) working days from the Auction Date;
- 20.01.2 Inaccuracy or misrepresentation of any facts in any part of the Application which is mala fide;
- 20.01.3 Illegal conduct, disruption during the auction, or indulgence in improper attempts to influence the outcome, or delay the process;
- 20.01.4 Any "corrupt practice" meaning the offering, giving, receiving or soliciting of anything of value to influence a public official in relation to auction process; or
- 20.01.5 Any fraudulent practice or misrepresentation of facts in order to influence the results of the auction process established by the guidelines.

21. OWNERSHIP DISCLOSURE REQUIREMENTS

All bidders must disclose their ownership information in as separate sheet. No two bidders shall have any common directorship on their respective boards.

22. CHANGES IN COMPOSITION OF APPLICANTS

Any change in the composition of a bidder is not allowed following submission of application and at least up to the date that the license is awarded.

23. COLLUSION

All bidders are warned not to indulge in collusion. In case there is any evidence of collusion, the Commission reserves the right to disqualify that bidder from the Auction process.

24. INFORMATION PROVIDED BY THE COMMISSION

- 24.01 The information contained in this guideline and any other information provided to Applicants during the Application process, in writing, is intended to assist Bidders in preparation of their Bids and shall be binding on them in the course of bidding.
- 24.02 The Commission has made and will continue to make reasonable efforts to include accurate and current information in the guidelines and in any other document provided to Applicants. However, neither the Commission nor any of its employees, representatives or consultants shall have any liability whatsoever to any Applicant or any of its shareholders or members or any other person resulting from use of or reliance on any of the information so provided. Applicants are advised to undertake their own verification of any information supplied by the Commission prior to use of or reliance on that information.

25. OTHER COMMUNICATIONS

All deliveries, notices or other communications made to Applicants in connection with the Application process shall be sent by designated fax or e-mail or letter (courier) to the contact officer of the Applicant(s), as specified by the Applicant to the Commission in his Application.



26. COSTS ASSOCIATED WITH BID AND BIDDING

The applicants shall bear all their costs associated with the preparation and submission of their Bids and the Commission shall in no way be responsible for these or any other costs, regardless of the conduct or outcome of the application process.

27. POWER TO ISSUE DIRECTIVES AND RESERVATION OF RIGHTS

27.01 The Commission may issue directives consistent with this guideline to ensure that the Auction process is carried out in a fair, open and transparent manner, in accordance with law and to discourage collusion and predatory bidding that may block the entry of potential bidders into the bidding process.

27.02 The Commission reserves the right to terminate the Auction process at any time in its sole discretion. In such an event, Bid Earnest Money would be returned to the Bidder within 30 (thirty) working days without bearing any liability.

28. GENERAL INFORMATION OF LICENSE CONDITION

28.01 Spectrum Assignment:

The Spectrum to be auctioned will permit the licensee to build, own and operate a technology neutral 3G Cellular Mobile Phone Services network and services to consumers. The License and Spectrum shall not be assigned, sub-licensed to, leased or held on trust for another person.

28.02 Out-of-Block Emissions:

The system implemented by a 3G Cellular Mobile Phone Services Operator shall conform to the out-of-block emissions limits specified by the relevant International standardization forums such as ETSI, ANSI, ITU, IEC etc. The 3G Cellular Mobile Phone Services operator shall be solely responsible for meeting all regulatory obligations and for any radio frequency interference caused by its network to other users of the radio spectrum.

28.03 Coverage Rollout Obligation:

28.03.1 First Phase: Service in seven Divisional Headquarters

Existing operators who will receive the 3G Cellular Mobile Phone Services Operator License are required to complete the 3G 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 3G Cellular Mobile Phone Services Operator License.

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

Existing operators who will receive the 3G 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 3G Cellular Mobile Phone Services Operator License.

28.03.3 Third Phase: Service in all District Headquarters

Existing operators who will receive the 3G 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 3G Cellular Mobile Phone Services Operator License.



- 28.03.4 The Commission may direct the operators to extend their services to other major cities/locations of Bangladesh where technically and commercially feasible;

29. PERFORMANCE BANK GUARANTEE

- 29.01 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) days from the date of issuance of License in a prescribed form (Schedule-3) 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.
- 29.02 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 as mentioned in Clause No. 28.03, 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.
- 29.03 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.
- 29.04 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.

30. OTHER OBLIGATIONS

- 30.01 In addition to the conditions set out in the Proposals/Offers, the Operators will be obliged to fulfill the following:
- 30.01.1 Provision of mandatory emergency services as determined by the Commission;
- 30.01.2 Cooperation with Law Enforcement Agencies i.e. Lawful Interception compliance as per Section-97A, 97B and 97C of the Act;
- 30.01.3 Non-discrimination between end-users, in particular with regard but not limited to, quality, availability and reliability of the service;
- 30.01.4 Obligation with regard to tariffs in accordance with the provisions of the Act and other related regulations/directives/orders/decisions of the Commission.
- 30.01.5 Provision of detailed and precise billing to end-users upon request;
- 30.01.6 Obligations with regard to privacy and data protection;
- 30.01.7 Obligations with regard to the provision of appropriate technical details to the Commission;



- 30.01.8 Obligations with regard to the publication of adequate and up to date information regarding network coverage;
- 30.01.9 Obligations with regard to interconnection through ICX;
- 30.01.10 Obligations with regard to support the development and growth of mobile handset and telecom equipment manufacturing in Bangladesh;
- 30.01.11 Obligations with regard to national security.
- 30.01.12 Obligations regarding compliance with all decisions, orders, directives, directions, circulars and any other documents/instruments made/prepared/issued by the Government and Commission from time to time.

31. FEES AND CHARGES

- 31.01 Applicants/Licensees will be required to pay various fees, contribution and charges to the Commission. The following table summarizes the fee structure. . The fees are excluding of fees, charges and taxes imposed by any other competent authority of the Government.

Application Fee/Processing Fee	BDT 5 (five)lac or equivalent US\$
License acquisition fee	BDT 10 (ten) crore or equivalent US\$
Spectrum assignment fee	To be fixed by auction
Base Price for Auction	US\$ 20 (twenty) million per MHz bandwidth
Annual License Fee	BDT 05 (five) crore
Gross Revenue Sharing	5.5% (five point five percent) of annual audited gross revenue
Social Obligation Fund	01% (one percent) of annual audited gross revenue
Annual Spectrum Fees/Price for Access Frequency	As per the Spectrum formula described in Clause-31.09 of this guideline
Annual Spectrum Fees/Price for Micro Wave Frequency	As per the Spectrum formula described in Clause-31.09 of this guideline
Performance Bank Guarantee	BDT 150 (one hundred and fifty) crore

- 31.02 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.
- 31.03 **Application fee:** The Application fee/Processing fee shall be BDT 5 (five) lac or equivalent US Dollar. The application fee 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.
- 31.04 **Bid Earnest Money:** The bid earnest money shall be US Dollar 20 (twenty) million or equivalent BDT payable in the form of pay order/bank draft. The bid earnest money of the successful bidder(s) will be adjusted with the License Acquisition Fee, while the bid earnest money of the unsuccessful bidders shall be returned within 30 (thirty) working days of the bidding date without bearing any liability towards interest, indexation, inflation or deflation.



- 31.05 **The License Acquisition Fee:** The License Acquisition Fee for 3G Cellular Mobile Phone Services Operator License shall be BDT 10 (ten) crore or equivalent US\$.
- 31.06 **The Spectrum Assignment Fee:** The Spectrum Assignment Fee for 3G Cellular Mobile Phone Services Operator License will be fixed through auction.
- 31.06.1 Each one of the Winning Bidders shall deposit 60% of the Auction Winning Price (Spectrum Assignment Fee) as Bid Deposit in BTRC's designated bank account in US Dollars or its equivalent in BDT to be converted at the Foreign Currency (FC) selling rate of Bangladesh Bank on the day preceding the date of payment for the selected block of spectrum after adjustment of the Bid Earnest Money within 30 (thirty) working days from the Auction Result Notification Date.
- 31.06.2 The remaining 40% of the Initial Spectrum Assignment Fee shall be paid within 180 (one hundred and eighty) working days from the Auction Result Notification Date in US Dollars or its equivalent in BDT to be converted at the Foreign Currency (FC) selling rate of Bangladesh Bank on the day preceding the date of payment.
- 31.07 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 payable by the Licensee in advance on each anniversary of the date of the License; and
- (b) **Gross Revenue Sharing and Social Obligation Fund:** 5.5% revenue sharing and 1% contribution to Social Obligation Fund shall be paid on a quarterly basis within the first 10 (ten) 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 underpayment, the balance must be paid within 90 (ninety) days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission. The percentage of revenue to be shared and the contribution to Social Obligation Fund (SOF) may be changed from time to time by the Government.
- (c) **Annual Spectrum Fee:** The Licensee, after the payment of the spectrum assignment fee, shall pay annual spectrum fees for both Access and Microwave frequencies according to the formula as stated in Clause No. 31.09. The annual spectrum fees shall be paid on a quarterly basis within the first 10 days at the end of each quarter in advance. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if any underpaying found, the balance must be paid within 90 (ninety) days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may adjust any excess amount against quarterly payments with the approval of the Commission in the next year.
- 31.08 The fees and charges as described in Clause No. 31 shall have to be paid within the stipulated time. The due amount may be paid within 60 (sixty) days after the due date by paying late fee at the rate of 15% (fifteen percent) per annum as compensation to the Commission. If the amount is not paid within the 60 (sixty) days as stipulated, necessary actions shall be taken by the Commission as per the provisions of the license and the Act.



31.09 Annual Spectrum Fees and Charges

- (a) The spectrum charges (excluding VAT & Tax) shall be calculated 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.	Upto 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 million and above	6.0

(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) To determine the Contribution Factor (CF) only 3G subscriber base will be taken into account. The Licensee shall maintain the subscriber records accordingly.

32. INTERNATIONAL ROAMING

3G 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. The international roaming shall be in accordance with the regulations, decisions or directives of the Commission.

33. SHARING OF FACILITIES

33.01 The Licensee shall share infrastructure whenever and wherever mandated by the Commission in accordance with the Infrastructure sharing guidelines.

33.02 Considering environmental and economic aspects, the Commission encourages to share the passive infrastructure by the licensee as per Infrastructure Sharing Guidelines. However, with prior approval of the Government, the Commission may issue guidelines on "Active" infrastructure sharing which shall be followed by all the licensees.

34. NUMBERING

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

35. MOBILE NUMBER PORTABILITY (MNP)

35.01 To provide flexibility to subscribers, the licensee shall implement number portability, according to the Commission's requirements. The Commission will issue directives or guidelines to implement the MNP.

35.02 The Licensee shall comply, at its own cost, with any requirements and guidelines established by the Commission on MNP.

35.03 The Licensee shall comply with BTRC's framework, arrangements and requirements in relation to MNP, including all relevant Codes of Practices, directions and notifications which the Commission may issue from time to time.

36. SIGNIFICANT MARKET POWER (SMP)

36.01 The Licensee emerging with Significant Market Power (SMP) shall not abuse its dominant position through anticompetitive conduct.



36.02 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 all 3G Cellular Mobile Phone Services Operator Licensees.

37. 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.

38. STANDARD CONNECTIVITY

38.01 All International Calls will be routed (Terminated to and Originated from Bangladesh) through Interconnection Exchanges (ICXs) and International Gateways (IGWs). For International calls, provisions of applicable guidelines and directives of the Commission shall have to be followed.

38.02 The licensee shall connect to International Internet Gateways (IIGs) to handle licensed international data traffic.

38.03 For any other type of connectivity the licensee is bound to obtain prior written permission from the Commission.

39. MONITORING SYSTEM

39.01 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 3G 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.

39.02 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.

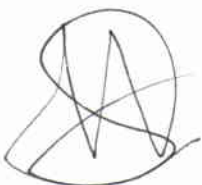
40. LI COMPLIANCE AND ONLINE MONITORING

40.01 The Licensee shall have to connect with the online and offline monitoring system to NMC/LEA and BTRC. The Licensees shall comply with the decision of the Commission/NMC/LEA for LI compliance.

40.02 Licensee shall provide an appropriate system to accumulate CDR/IPDR/PDR at NMC and the Commission. Duration of CDR/IPDR/PDR shall be decided by the Commission in consultation with NMC/LEA.

40.03 LI system shall be installed with proper redundancy at National Monitoring Center (NMC)/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.

40.04 The licensee shall provide high capacity storage media, as per requirement, to store bulk intercepted products i.e. call content etc. at NMC/LEA premises.



40.05 The licensee shall have the obligation, if so directed by the Commission/LEA/NMC, to identify and immediately provide information to the Commission/LEA/NMC regarding the culprits and the persons who are threat to the national security. For this purpose the licensee must have the required technology in its systems.

41. MOBILE VIRTUAL NETWORK OPERATOR (MVNO)

The concept of MVNO supports and encourages an open and competitive market in telecommunications, a detailed framework or guidelines for which will be prepared by the Commission within a short time. After issuing the said guidelines by the Commission, the Licensee will be permitted to support MVNO services.

42. UNIFIED LICENSE

The Government has considerations to enter into Unified Licensing Regime. The regulations and guidelines approved by the Government in respect to unified licensing shall be binding to the existing Licensees. If the Licensee fails to comply with the decision of the Government/Commission, the Government/Commission reserves the right to take necessary steps according to the provisions of the Act.

43. OPERATORS' CODE OF PRACTICE

The Licensee shall follow the Code of Practice issued by the Commission from time to time.

44. TECHNICAL AND FINANCIAL AUDIT

The Commission may take initiative for annual technical and financial audit of the Licensee at any time. The audit team authorized by the Commission shall have the right for auditing technical and financial 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. The Commission will issue directives to the licensee in this regard.

45. EMPLOYMENT REGULATION OF THE COMPANY

45.01 The New Entrant shall submit their HR/Employment Services Regulation which shall be submitted 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.

45.02 (a) No Licensee shall employ more than 1% (one percent) of Foreign Nationals as its employee.

(b) The licensee shall appoint at least 50% (fifty percent) of each of the top two tier management posts from the Bangladeshi nationals. This provision may be relaxed by the Commission for a particular operator and for a specified period of time.

46. CORPORATE SOCIAL RESPONSIBILITIES (CSR)

The Commission encourages the Licensees to carryout Corporate Social Responsibilities. The licensees shall inform the Commission regarding their activities after every 6 (six) Months.



47. SOCIAL OBLIGATION FUND (SOF)

The Licensee shall have obligation to contribute in social obligation fund according to the Act. The amount of the contribution is mentioned in Clause-31.07(b) of this guideline. The social obligation fund will be operated as per the provisions of the Act.

48. EMERGENCY CRISIS MANAGEMENT

- 48.01 The Licensee shall have an organized emergency crisis management team to take necessary action(s) to save telecom and other related infrastructure.
- 48.02 The Licensee shall provide the information of emergency crisis management team and other relevant preparations for saving the system from disaster.
- 48.03 The Licensee shall provide the information of preparation to restore their system that sustained losses from disaster.
- 48.04 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.
- 48.05 The Commission may direct the licensee from time to time regarding emergency crisis management.

49. REGISTRATION OF SUBSCRIBER

- 49.01 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 Act for non-compliance of this condition and may impose fine for non-compliance of the condition.
- 49.02 The Licensee shall be responsible if it fails to adopt appropriate measures for mandatory SIM/RUIM/Service Connection Registration and for prevention of false SIM/RUIM/Service Connection registration as directed by the Commission from time to time.

50. INITIAL PUBLIC OFFER

- 50.01 Each Licensee shall 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.
- 50.02 No permission will be required from the Commission for transfer of shares in Secondary Market after floating IPOs.

51. TARIFF AND CHARGE

- 51.01 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.



- 51.02 The Licensee shall not start providing any Service before obtaining the written approval of the Government for its tariff and shall comply with any conditions imposed by the Government.
- 51.03 The Licensee shall obtain the written approval of the Government before making any changes to the approved tariff charges.
- 51.04 The Government 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.

52. BILLING AND METERING

- 52.01 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.
- 52.02 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.
- 52.03 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.

53. SUBSCRIBER CONFIDENTIALITY

- 53.01 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),
 - (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), and
 - (iii) where disclosure is ordered by a court of competent jurisdiction or so provided by law.
- 53.02 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.



54. ACCESS TO EMERGENCY SERVICES

- 54.01 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.
- 54.02 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. The Licensee shall comply with other requirements imposed by the Commission in relation to emergency services.

55. ALTERNATION 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.

56. RESPONSE TO EMERGENCY CALL

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.

57. NATIONAL EMERGENCIES

- 57.01 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.
- 57.02 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.
- 57.03 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.

58. COMPLAINTS AND CONSUMER PROTECTION

- 58.01 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.



- 58.02 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.
- 58.03 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 in accordance with Clause No. 53 of this Guideline.
- 58.04 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.
- 58.05 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.
- 58.06 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.
- 58.07 The Licensee 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 Commission as and when necessary.
- 58.08 The Licensee shall build up a management information system for customer services.
- 58.09 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.

59. CONSUMER PROTECTION

Any decision of the Commission in respect to ensure the consumers' protection shall be binding on the 3G 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.

60. DISPUTE RESOLUTION

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.

61. ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION AND DISCRIMINATION

- 61.01 **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, the following:



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.

61.02 **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.

61.03 **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.

62. ACCOUNTS

62.01 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 guidelines to the Licensee from time to time.



- 62.02 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.
- 62.03 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.
- 62.04 All financial transactions (in local and foreign currency) in relation to the License must be through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972. The Licensee shall inform the Commission of the details of the accounts in operation. The Licensee shall have to submit monthly statement of all the accounts to the Commission within 10th day of the following Gregorian calendar month.

63. INFORMATION AND INSPECTION

- 63.01 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.
- 63.02 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.
- 63.03 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.

64. REPORTS

- 64.01 The Licensee shall maintain separate records for 2G and 3G subscribers and shall report to the commission periodically.
- 64.02 The Licensee shall furnish to the Commission on a quarterly 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.
- 64.03 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 3 (three) 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.



65. AMENDMENTS

Any fees/charges and any of the terms 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 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.

66. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

- 66.01 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.
- 66.02 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 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.
- 66.03 The Licensee shall not subcontract out any part of the Services or the System without prior approval of the Government. 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.

67. SUSPENSION, CANCELLATION AND FINES

- 67.01 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 Section-46(3) of the Act.
- 67.02 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.
- 67.03 The Commission with prior approval of the Government may cancel the License and the Licensee shall be liable for action as per 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 3G Cellular Mobile Phone Services Operator License within the time period mentioned in the final notice unless the matter is pending for any judicial adjudication,



- (iv) that the licensee has failed to adopt appropriate measures for mandatory 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 violates or purports to violate any terms and/or conditions under this Guideline/Any Regulations/Directives/Instructions/ Orders/ Circulars/ Decisions etc. of the Commission.
- (xii) that the licensee violates any conditions of the 3G Radio Communications Apparatus License .

68. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

- 68.01 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.
- 68.02 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.

69. MISCELLANEOUS

- 69.01 Any dispute, controversy or claim arising out of, or in connection with, this Proposals/Offer, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be final and binding.



- 69.02 The Auction process, the accompanying documents, and all correspondence relating to the Auction process announced in this guideline shall be submitted in English language.
- 69.03 The Commission, at all times, shall reserve the right to change, alter, modify, amend, supplement or replace any or all of the Auction process before the Auction Date and such change, alternation, modification, amendment, supplemental or replacement shall be communicated to the Bidders and become an integral part of the Auction process.
- 69.04 No suit, prosecution or any other legal proceedings shall lie against the Commission or any member or employee of the Commission in respect of anything done or intended to be done by the Commission in good faith in connection with this guideline.
- 69.05 If not mentioned in the particular clause, the exchange rate of Dollar and BDT shall be the selling rate of Bangladesh Bank on the day preceding the date of payment.
- 69.06 Unless otherwise stated –
- (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.
- 69.07 This guideline shall form the integral part of the 3G Cellular Mobile Phone Services Operator License and vise-versa.

70. **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. The identity of those asking the questions will not be published without the questioner’s permission.



71. ADDRESS FOR CORRESPONDENCE

All correspondence relating to this guideline, Investors' Conference, submission of Application documents, Auction procedure and issuance of License duly marked "3G Cellular Mobile Phone Services Auction" should be addressed to:

Deputy Director (Legal and Licensing)
Bangladesh Telecommunication Regulatory Commission
IEB Bhaban, Ramna, Dhaka-1000, Bangladesh
Phone: +880 2 9511127
Fax: +880 2 9556677, 9567755
E-mail: tareq@btrc.gov.bd

72. BIDDING AND AUCTION PROCESS TIME TABLE

The timetable for submission of proposals/offers, auctions and awarding of license has been set as shown in the table below. However, the Commission reserves the right to change the overall timetable of the bidding and auction, taking in to account of the circumstances prevailing at that time.

Indicative Timetable		
SL	Description	Date
1.	Invitation for Application	14-02-2013
2.	Submission of the queries (if any)	28-02-2013
3.	Pre-Bid Meeting	14-03-2013
4.	Submission of further queries (if any)	21-03-2013
5.	Response to queries	28-03-2013
6.	Submission of Application to the Commission	12-05-2013
7.	Publish list of qualified Applicants for the Auction	20-05-2013
8.	Submission of Bid Earnest Money	30-05-2013
9.	Letter of acceptance/rejection	05-06-2013
10.	Auction	24-06-2013
11.	Notification to winning applicants	24-06-2013



APPENDIX-1

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

LETTER OF TRANSMITTAL

**For 3G Cellular Mobile Phone Services Operator License to Build, Operate and Maintain
3G Cellular Mobile Phone Systems and Services in Bangladesh**

Information 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 or equivalent US\$ 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 by new entrant only)			
	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 (if any)			
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			
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.	Applicant's pending legal issues with the court (if any)			
16.	Affidavit as mentioned in Appendix-2			
17.	Letter of Authorization and Declaration as mentioned in Appendix-3			
18.	Power of Attorney as mentioned in Appendix-4			

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 rejected 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) Cheque 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 3G 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

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

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.

2. 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 3G 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 3G 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 Authorised Representative/Attorney
as or on behalf of the Applicant

Witnesses

1. _____ 2. _____



Subscribed and sworn before me

this _____ day of _____ 20 ____ at _____.

Notary Public

A handwritten signature or scribble consisting of several overlapping loops and lines, located in the bottom left corner of the page.

APPENDIX-3

LETTER OF AUTHORIZATION AND DECLARATION

[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"), for and on its behalf, to execute all documents and take all actions as may be required, necessary or incidental in connection with submission and grant of the application of the License, including submission of the Affidavit in the form and manner prescribed at Appendix-2 of the Information Memorandum issued by the Bangladesh Telecommunication Regulatory Commission for which all necessary instructions and information has been provided to him;

FURTHER RESOLVED THAT Mr. _____, director/secretary of the Company be and is hereby authorized on behalf of the Company to execute a Power of Attorney in favour of the Attorney on such terms as may be deemed expedient and in the form prescribed by the Bangladesh Telecommunication Regulatory Commission.

Company Secretary



APPENDIX-4

POWER OF ATTORNEY

[To be submitted on a stamp paper of BDT _____, or US\$ _____ in case of foreign applicants]

KNOW ALL MEN BY THESE PRESENTS THAT We

Having our registered office at _____ (herein after called the "Applicant") do hereby nominate, constitute and appoint [*here give name, parentage and address of the Special 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 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 3G 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, 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.

We hereby agree and undertake to confirm and ratify all acts, deeds and things which the said Attorney shall lawfully do or cause to be done in purported exercise of any of the powers contained herein.



This Power of Attorney shall not be revoked without prior written notice to the Commission and such revocation shall not invalidate any action taken by the Attorney in exercise of the powers vested hereby. In witness where of we have signed this power of attorney at this day _____ of _____, 2013

EXECUTANT

Seal of the Company

WITNESS:

1. _____

National ID/Passport No. _____

2. _____

National ID/Passport No. _____



APPENDIX-5

[Generic Form of 3G Cellular Mobile Phone Services Operator License]



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

3G CELLULAR MOBILE PHONE SERVICES OPERATOR LICENSE

ISSUED

TO

.....

UNDER

THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001

ON THE

..... DAY OF2013





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

3G 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

3G 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
including the schedules annexed hereto.

TABLE OF CONTENTS

SL.	Description	Page
	Preamble.....	45
1.	Interpretations, Definitions and Abbreviations.....	46
2.	Scope.....	46
3.	Duration of License.....	46
4.	Systems and Services.....	47
5.	Fees and Charges.....	47
6.	Radio Spectrum Assigned to the Licensee.....	49
7.	Compliance with Law.....	49
8.	Access to Emergency Services.....	50
9.	Alternation of Network.....	50
10.	Response to Emergency Call.....	50
11.	National Emergencies.....	50
12.	Coverage, Rollout Obligations.....	50
13.	Performance Bank Guarantee.....	51
14.	Operation of Licensed Services.....	51
15.	Discontinuation of Services.....	52
16.	Monitoring.....	52
17.	LI Compliance and Online Monitoring.....	52
18.	Quality of Service Obligation.....	52
19.	Interconnection.....	53
20.	Numbering and Signaling Point Code.....	53
21.	Network Design, Interoperability and Public Works.....	54
22.	Standard Connectivity.....	54
23.	Infrastructure and Facility Sharing.....	55
24.	Mobile Virtual Network Operator (MVNO).....	55
25.	Mobile Number Portability (MNP).....	55
26.	Right of Way.....	55
27.	International Roaming.....	55
28.	International Mobile Equipment Identity (IMEI) Barring.....	55
29.	Call Blocking.....	56
30.	National Security.....	56
31.	Call Records.....	56
32.	Network Standards.....	57
33.	Approval of Terminal Equipment.....	57
34.	Service Commencement Certificate.....	57
35.	Standard Contract of Service.....	57
36.	Contents of the Standard Contract of Service.....	58
37.	Content and Format of Bills.....	58
38.	Code of Commercial Practice (Customer Charter).....	59
39.	Privacy of Communications.....	59
40.	Subscriber Confidentiality.....	59
41.	Harassing, Offensive, Unsolicited or Unlawful Communication.....	60
42.	Tariff and Charge.....	60
43.	Significant Market Power (SMP).....	61
44.	Sanctions for Violations of the License.....	61
45.	Termination of the License.....	61



46.	Suspension, Cancellation and Fines.....	61
47.	Impact of Suspension and Cancellation of License.....	62
48.	Amendments.....	63
49.	Assignment of Rights.....	63
50.	No Liability by the Commission.....	63
51.	Force Majeure.....	63
52.	Communication with the Licensee.....	63
53.	Technical and Financial Audit.....	63
54.	Employment Regulation of the Company.....	64
55.	Social Obligation Fund (SOF).....	64
56.	Corporate Social Responsibilities (CSR).....	64
57.	Emergency Crisis Management.....	64
58.	Health and Environmental Concern.....	64
59.	Initial Public Offer.....	65
60.	Intellectual Property Rights (IPR).....	65
61.	Complaints and Consumer Protection.....	65
62.	Dispute Resolution.....	66
63.	Anti-Competitive Conduct, Unfair Competition and Discrimination.....	66
64.	Accounts.....	67
65.	Information and Inspection.....	67
66.	Reports.....	68
67.	Transfer, Assignment and Pledge as Security.....	68
68.	Miscellaneous.....	69
	SCHEDULE-1: Interpretations, Definitions and Abbreviations.....	71-76
	SCHEDULE-2: Pro-Forma of Performance Bank Guarantee.....	77-80





**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

No. BTRC/LL/.....

Date: - -2013

3G CELLULAR MOBILE PHONE SERVICES OPERATOR LICENSE

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

Whereas in pursuance of the “3G Cellular Mobile Phone Services Regulatory and Licensing Guidelines, 2013” (No. BTRC/LL/-----, Date: __-__-2013) Bangladesh Telecommunication Regulatory Commission(“BTRC” or “Commission”) requires to issue the license for establishing, operating and maintaining 3G 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 3G 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 atthe Licensee to establish, operate and maintain 3G Cellular Mobile Phone systems throughout Bangladesh and provide 3G Cellular Mobile Phone Services to subscribers, subject to the terms and conditions laid down hereinafter.



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. SCOPE

- 2.01 The Licensee may install its applicable Systems anywhere in Bangladesh for the purpose of providing the Services as described in Clause No. 4 of this license.
- 2.02 The Licensee shall provide 3G Cellular Mobile Phone Services including the mandatory emergency services throughout Bangladesh as described in this guideline.
- 2.03 The Licensee may provide optional services incidental to 3G Cellular Mobile Phone Telecommunication services.
- 2.04 The License does not authorize the following:
 - 2.04.1 the interconnection of the Licensed System to the telecommunication system of a service provider that provides telecommunications services outside Bangladesh.
 - 2.04.2 such other activities or Telecommunication Services as the Government may by Decisions/ Regulations prohibit;
- 2.05 The Licensee shall not provide any Telecommunication Service or install, maintain or operate any Telecommunication System that is not authorized in this License, except pursuant to a separate license or other proper authorization from the Commission.
- 2.06 The License shall provide domestic inter-operator telecommunication services and International Long Distance Telecommunication Services only through the Telecommunication Systems duly licensed by the Commission for the purpose..
- 2.07 The Licensee shall notify the Commission at the time that the Licensee wished to begin to offer a new category of Licensed Services not previously offered by the Licensee. In its notice, the Licensee shall describe the new category of Licensed Services and the expected date that they will begin to be offered commercially by the Licensee. The Commission where deemed necessary may intervene for supervision of such service.
- 2.08 The Licensee shall comply with the provisions of the Act, the Wireless Telegraphy Act, 1933 and the Telegraph Act, 1885 as modified/amended from time to time and Rules/ Regulations/ Policies/Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions etc. issued from time to time by the Commission or any other laws for the time being in force.

3. DURATION OF LICENSE

- 3.01 This License shall come into force on the Effective Date and shall be valid for a term of 15 (fifteen) years.
- 3.02 The date of issuance of this 3G Cellular Mobile Phone Services Operator license shall be the Effective Date of the License.
- 3.03 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 under the Act in the time of each renewal. If the Licensee



wishes to renew the term of the License at the expiry of the initial or any renewal term, it shall submit to the Commission a written request for renewal at least 3 (three) months prior to the expiry of the current term.

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 3G Cellular Mobile Phone 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. installed within the country. The end-user shall be connected through access frequency. The systems shall have Lawful Interception (LI) and to be LI compliant.
- 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 before the installation of the system.
- 4.03 The Licensee is authorized to provide 3G Cellular Mobile Phone Services as defined in serial No. 23 of the Schedule 1 of the license which includes the following services through its own network of its Telecommunication systems:
- (i) 3G Cellular Mobile Phone Services.
 - (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) Mobile Internet.
 - (viii) Value Added Services (VAS)
 - (ix) Any other Compatible Service as approved by the Commission.

5. FEES AND CHARGES

5.01 Payment of Fees

- 5.01.1 Following non-refundable fees and charges shall be applicable to the Licensees. The fees are excluding of fees, charges and taxes imposed by any other competent authority of the Government:

1.	Annual License Fee	BDT 5 (five) crore
2.	Revenue Sharing	5.5% (Five point five percent) of annual audited gross revenue.
3.	Social Obligation Fund	1.0% (one percent) of annual audited gross revenue.



5.01.2 **Annual License Fee:** The licensee shall pay annual license fee to the Commission for every year in advance a sum of BDT 5 (five) crore only in the form of pay order or draft issued from any scheduled bank of Bangladesh before the commencement of each year.

5.01.3 **Gross Revenue Sharing and SOF:**

- (i) A sum equivalent to 5.5% (five point five percent) of the annual audited gross revenue of the Licensee shall be paid by the licensee to the Commission on a quarterly basis within the first 10 (ten) days at the end of each quarter.
- (ii) A sum equivalent to 1% (one percent) of the annual audited gross revenue of the Licensee, shall be paid by the licensee to the Commission for Social Obligation Fund on a quarterly basis within the first 10(ten) days at the end of each quarter.
- (iii) The above gross revenue sharing shall be paid on a quarterly basis within the first 10 (ten) days at the end of each quarter. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for each year and if there has been any underpayment, the balance shall be paid by the licensee within 90 (ninety) days of the financial year-end the Licensee. In the event of any overpayment by the Licensee, the Licensee may adjust any excess amount against quarterly payments with the approval of the Commission in the next year.

5.02 **Revenue Sharing of International Phone Calls**

5.02.1 **For International incoming calls:**

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

After deducting VAT (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).

5.02.2 **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 Call Charges during international outgoing calls from the subscribers and shall pay 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”;
- (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.

5.02.3 Delay in Payment of Fees and Share of Revenues

The annual license fee, revenue sharing and revenue sharing of Social Obligation Fund as described in Clause No. 5 of this license shall have to be paid in due time. The due amount may be paid within 60 (sixty) days after the stipulated date by paying a late fee (additional) at the rate of 15% (fifteen percent) per annum as compensation to the Commission. If the amount is not paid within the 60 (sixty) days as stipulated, necessary actions shall be taken by the Commission as per the provisions of the license and the Act.

5.02.4 The Licensee shall annually submit to the Commission audited financial statements in support of its calculations of annual fees payable pursuant to Clause No. 5. The notes to the financial statements of the Licensee should be drawn up in sufficient detail so as to disclose separately the Annual Gross Revenue between Licensed and Non-Licensed Services, and interconnection and inter-operator costs that are allowable to determine the Adjusted Gross Revenue of the Licensee as per Clause No. 5 above for the purpose of calculation of Annual Gross Revenue, contributions and charges.

5.02.5 The License may be suspended, in case the Licensee fails to make the payment of outstanding dues i.e. Annual fees, SOF contributions, charges, Late Payment, Additional Fees, Penalties etc. on due dates.

6. RADIO SPECTRUM ASSIGNED TO THE LICENSEE

6.01 The Licensee shall have to obtain separate Radio Communications Apparatus License for 3G services from the Commission. The assignment of spectrum including terms and conditions are mentioned in the 3G Radio Communications Apparatus License

6.02 The assignment of radio spectrum to the licensee pursuant to this License terminates upon the expiry of 15 (fifteen) years from the Effective Date. Such assignment of frequencies may be extended if the License is renewed for further terms and condition including fees and charges as may be fixed by the Government from time to time in accordance with the terms of this License.

6.03 Upon termination of the assignment to the License of those radio frequencies listed in the 3G Cellular Mobile Phone Services License, the Licensee shall cease using any apparatus or device that emits or receives any radio communication at those radio frequencies.

7. COMPLIANCE WITH LAW

7.01 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.

7.02 The Licensee shall establish, maintain and operate its Licensed System, and shall provide the Licensed Services, in compliance with the laws of Bangladesh.

7.03 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.



8. ACCESS TO EMERGENCY SERVICES

- 8.01 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.
- 8.02 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. The Licensee shall comply with other requirements imposed by the Commission in relation to emergency services.

9. ALTERNATION 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.

10. RESPONSE TO EMERGENCY CALL

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.

11. NATIONAL EMERGENCIES

- 11.01 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.
- 11.02 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.
- 11.03 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.

12. COVERAGE, ROLLOUT OBLIGATIONS

12.01 First Phase: Service in seven Divisional Headquarters

Existing operators who will receive the 3G Cellular Mobile Phone Services Operator License are required to complete the 3G 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 3G Cellular Mobile Phone Services Operator License.



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

Existing operators who will receive the 3G 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 3G Cellular Mobile Phone Services Operator License.

12.03 Third Phase: Service in all District Headquarters

Existing operators who will receive the 3G 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 3G Cellular Mobile Phone Services Operator License.

12.04 The Commission may direct the operators to extend their services to other major cities/locations of Bangladesh where technically and commercially feasible with or without the assistance of SOF after negotiation;

13. PERFORMANCE BANK GUARANTEE

13.01 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) 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.

13.02 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 as mentioned in Clause No. 13, 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.

13.03 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.

13.04 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.

14. OPERATION OF LICENSED SERVICES

14.01 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.

14.02 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.



15. DISCONTINUATION OF SERVICES

The Licensee shall not discontinue providing a category of Licensed Services in any area unless (a) the Licensee gives the Commission and affected customers at least 90 (ninety) days prior written notice of such discontinuation, and (b) BTRC's prior written approval to such discontinuation is obtained. However services to the subscribers who have defaulted may be disconnected as per the Commission approved "Code of Conduct" and "Service Level Agreement".

16. MONITORING SYSTEM

16.01 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 3G 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.

16.02 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.

17. LI COMPLIANCE AND ONLINE MONITORING

17.01 The Licensee shall have to connect with the online and offline monitoring system to NMC/LEA and BTRC. The Licensees shall comply with the decision of the Commission/NMC/LEA for LI compliance.

17.02 Licensee shall provide an appropriate system to accumulate CDR/IPDR/PDR at NMC and the Commission. Duration of CDR/IPDR/PDR shall be decided by the Commission in consultation with NMC/LEA.

17.03 LI system shall be installed with proper redundancy at National Monitoring Center (NMC)/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.

17.04 The licensee shall provide high capacity storage media, as per requirement, to store bulk intercepted products i.e. call content etc. at NMC/LEA premises.

17.05 The licensee shall have the obligation, if so directed by the Commission/LEA/NMC, to identify and immediately provide information to the Commission/LEA/NMC regarding the culprits and the persons who are threat to the national security. For this purpose the licensee must have the required technology in its systems.

18. QUALITY OF SERVICE OBLIGATION

18.01 The Licensees shall provide an acceptable quality of service as per the Decisions/Directives/Regulation of the Commission. The Licensee shall have the obligation to ensure the quality of service as stated in the Regulations/Directives/Instructions/Orders/Guidelines for QoS issued by the Commission for time to time.

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



- 18.03 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.
- 18.04 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without prior notice and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission. 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.
- 18.05 If the Licensee fails to meet the QoS standards, the Commission may impose the penalties set out by the Commission from time to time.
- 18.06 The Licensees are encouraged to ensure spectral efficiency without reducing the QoS. The QoS shall be monitored by the Commission from time to time.
- 18.07 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.
- 18.08 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.

19. INTERCONNECTION

- 19.01 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.
- 19.02 The Licensee shall provide to the Commission all such technical, operational and accounting information as BTRC may require in this regard. The Commission shall ensure that any information provided to it in accordance with this condition, which is expressed to be confidential, is maintained as such.

20. NUMBERING AND SIGNALING POINT CODE

- 20.01 The numbers already allocated to the Cellular Operator could be used for 3G Cellular Mobile Phone Services as well. This will also enable the operators to upgrade the service of their existing users from 2G to 3G/4G/LTE. However, in case an operator wished to have separate numbers for 3G Cellular Mobile Phone Services, the numbers shall be allocated to them from the National Numbering plan relating to cellular mobile services. However, new players can request for numbering series as per the national numbering plan procedure/regulations devised by the Commission.
- 20.02 The Licensee shall comply with the national numbering plan and allocation and assignment of numbers issued by the Commission.



- 20.03 The Licensee shall allocate individual numbers to customers from the blocks allocated to it by the Commission and shall maintain suitable records of its utilization of numbering capacity, subject to the following:
- 20.03.1 The blocks of number and short codes allocated to the Licensee and the individual numbers allocated by the Licensee to its customers are national resources; and
 - 20.03.2 Allocation of a number does not confer ownership of the number by the customer. However, an allocation conveys an ongoing right of use and an expectation of at least a three month notice period should it be necessary to withdraw or to change allocated numbers.
- 20.04 The Licensee shall get the allocation of signaling point codes for its exchanges where SS7 signaling system will be used.

21. NETWORK DESIGN, INTEROPERABILITY AND PUBLIC WORKS

- 21.01 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.
- 21.02 The Licensee shall not connect the Systems to any equipment or system that does not comply with the national standards for telecommunication apparatus set by the Commission, if any.
- 21.03 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 if the Commission asks for it.
- 21.04 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.
- 21.05 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. 21.06 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.
- 21.06 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.

22. STANDARD CONNECTIVITY

- 22.01 All International Voice Calls will be routed (Terminated to and Originated from Bangladesh) through Interconnection Exchanges (ICXs) and International Gateways (IGWs). For International calls, provisions of applicable guidelines and directives of the Commission shall have to be followed.
- 22.02 The licensee shall connect to "Licensed International Internet Gateways (IIGs)" to handle international data traffic.



22.03 For any other type of connectivity the licensee is bound to obtain prior written permission from the Commission.

23. INFRASTRUCTURE AND FACILITY SHARING

23.01 The Licensee shall follow the conditions of the Act, any Regulations/Directives/Instructions/Permit/Guidelines/Orders/Circulars/Decisions etc. in case of infrastructure and facility sharing and such conditions as may be imposed by the Commission from time to time.

23.02 The Licensee shall comply with the relevant guidelines and directions and/or directives of the Commission on Infrastructure and facility sharing.

24. MOBILE VIRTUAL NETWORK OPERATOR (MVNO)

The concept of MVNO supports and encourages an open and competitive market in telecommunications, a detailed framework or guidelines for which will be prepared by the Commission within a short time. After issuing the said guidelines by the Commission, the Licensee will be permitted to support MVNO services.

25. MOBILE NUMBER PORTABILITY (MNP)

25.01 To provide flexibility to subscribers, the licensee shall implement number portability, according to the Commission's requirements. The Commission will issue directives or guidelines to implement the MNP.

25.02 The Licensee shall comply, at its own cost, with any requirements and guidelines established by the Commission on MNP.

25.03 The Licensee shall comply with BTRC's framework, arrangements and requirements in relation to MNP, including all relevant Codes of Practice, directions and notifications which the Commission may issue from time to time.

26. RIGHT OF WAY

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.

27. INTERNATIONAL ROAMING

3G 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. The international roaming shall be in accordance with the decision or directives of the Commission.

28. INTERNATIONAL MOBILE EQUIPMENT IDENTITY (IMEI) BARRING

28.01 The Licensee shall determine the most appropriate method of implementing International Mobile Equipment Identity (IMEI) barring system.

28.02 The Network and equipment of the Cellular Mobile Phone Operators shall be compatible to IMEI barring. The decision of the Commission in this respect shall be binding to the Licensee.



29. CALL BLOCKING

- 29.01 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.
- 29.02 The Licensee shall follow the direction of the Commission in blocking any website/web content and any services.

30. NATIONAL SECURITY

- 30.01 The Licensee shall comply with the national security and other requirements of section 54 of the Act and any other national security requirements under the law.
- 30.02 It shall be open to the Commission to restrict the Licensee from operating in any sensitive area defined by the Government from the national security point of view.
- 30.03 The Licensee shall not transfer the following to any person/place outside Bangladesh:
- 30.03.1 any accounting information relating to subscriber (except for roaming/billing);
 - 30.03.2 user information (except pertaining to foreign subscribers on operator's network while roaming);
- 30.04 No local/long distance traffic (mobile and fixed line) shall be hauled outside Bangladesh.
- 30.05 No remote access shall be provided to any person/place outside Bangladesh for any maintenance/repairs/databases/facility unless approved by the Commission or concerned quarters.
- 30.06 The BTSs shall be installed in such a way that signal strength fades away within 8 KM along the international border, or as specified, and no communication takes place across the international border. No BTS shall be installed without prior approval of the Commission.
- 30.07 No ciphering equipment or software shall be used by the service provider or user without prior approval of the Commission.
- 30.08 The Licensee shall ensure to implement Equipment Identity Register (EIR) or related module in the network or as directed by the Commission.
- 30.09 All communication with CPE shall be through a specific subscriber identity number.
- 30.10 System must be Lawful Interception (LI) complaint and ready to be extended as desired by the Commission.

31. CALL RECORDS

- 31.01 The Licensee shall maintain call records including called and calling numbers, date, duration, time, IMEI and call site location with regard to the communications made on its Telecommunication System for a period of one year for scrutiny by or as directed by the



Commission or required by security agencies under the law. The Licensee shall not delete any call data records without the permission of the Commission.

- 31.02 In addition to maintaining call records mentioned in Clause 33.01 above, the Licensee shall also record/store data session logs/info along with IP address for one year for scrutiny by or as directed by the Commission or required by security agencies under the law.

32. NETWORK STANDARDS

- 32.01 The Licensee shall use any type of network equipment that meets appropriate ITU or other international telecommunication standards recognized by the Commission.
- 32.02 The Licensee shall ensure that its network is at all times interoperable and inter-connectable with the networks of other Operators. If the Licensee implements any new equipment or protocols in its network, the Licensee shall bear the cost of any modifications to its network to maintain such interoperability and inter-convertibility with the networks of other Operators.

33. APPROVAL OF TERMINAL EQUIPMENT

The Licensee shall not install or connect, or permit the installation or connection of, any Terminal Equipment unless the Terminal Equipment is approved, or otherwise permitted by the Commission. The Licensee shall not install or connect, or permit the installation or connection of, any Terminal Equipment or type of Terminal Equipment prohibited by the Commission.

34. SERVICE COMMENCEMENT CERTIFICATE

- 34.01 The Licensee shall not provide any Licensed Services to customers, or accept any payment from customers in respect of Licensed Services to be provided by the Licensee, until the Licensee has obtained from the Commission a service commencement certificate evidencing that the Commission is satisfied that the Licensee has established the Licensed System, and is able to provide the Licensed Services including Mandatory Services as per the QoS KPIs set by the Commission, in accordance with the License.
- 34.02 The Licensee shall give 30 (thirty) days prior written notice to the Commission of the date on which the Licensee intends to commence providing Mandatory Services to customers. The Licensee shall cooperate with the Commission in its investigation of the Licensed System and the Licensed Services in connection with the issuance by the Commission of a commencement certificate.

35. STANDARD CONTRACT OF SERVICE

- 35.01 The Licensee shall submit a standard contract of service, for use with its non-commercial customers, for approval by the Commission, before commencement of its services. The Licensee shall file the standard contract, and amendments thereto from time to time, with the Commission for its approval. The Commission shall approve the standard contract if it contains the terms and conditions described in Clause No. 42 and it contains the terms and conditions that are not unduly burdensome on non-commercial customers.
- 35.02 The standard contract, as approved by the Commission, shall apply to all consumers that obtain 3G Cellular Mobile Phone Services from the Licensee.



- 35.03 Prior to providing 3G Cellular Mobile Phone Services to non-commercial customers, the Licensee shall enter into a contract with such customers in accordance with the standard form contract approved by the Commission.
- 35.04 Upon application by the Licensee, the Commission may waive compliance by the Licensee with the provisions of this license subject to such terms and conditions as the Commission may impose.
- 35.05 The Licensee may enter into agreements with commercial customers for the provision of Licensed Services on terms that are negotiated between the Licensee and such customers.

36. CONTENTS OF THE STANDARD CONTRACT OF SERVICE

36.01 The standard contract shall include, at a minimum, the following terms and conditions:

- 36.01.1 Deposits and alternative methods or providing security for payment where reasonably required, provided that in no circumstances may such deposits or security exceeds the charges reasonably anticipated to be incurred by the customer within a 3 (three) month period;
- 36.01.2 Pricing or mechanisms by which prices are determined;
- 36.01.3 Confidentiality of customer information;
- 36.01.4 Refunds or other rebates for service problems or over-billing;
- 36.01.5 Payment terms, including any applicable interest or administration charges;
- 36.01.6 Minimum contract period;
- 36.01.7 Customer and Licensee rights of termination;
- 36.01.8 The customer shall not use the SIM for unsolicited, abusive, obnoxious, offensive, indecent, obscene, or menacing messages, calls or communications or for any improper, immoral or unlawful purpose; and
- 36.01.9 In case of loss or theft of the SIM Card, the Customer shall immediately inform and request operator, in writing, to block the SIM Card, failing which, the Customer shall not be absolved from criminal liability, if any, arising due to use of such SIM Card/connection in any unlawful/criminal act.

37. CONTENT AND FORMAT OF BILLS

37.01 The Licensee may determine the content and format of its bills to customers provided that:

- 37.01.1 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
- 37.01.2 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.

37.02 The Licensee shall maintain appropriate billing processes to enable the Licensee to comply with the billing requirements of conditions in Clause No. 39.

37.03 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.

38. CODE OF COMMERCIAL PRACTICE (CUSTOMER CHARTER)

38.01 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:

- 38.01.1 A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages;
- 38.01.2 Protection of the privacy of information transmitted over the Licensed System;
- 38.01.3 maintenance by Licensee of the confidentiality of customer information;
- 38.01.4 Procedures for resolving disputes between Licensee and customers; and
- 38.01.5 Availability to customers of information concerning their accounts with the Licensee; and
- 38.01.6 Commitment by the Licensee to customers in respect of standard and quality of Licensed Services.

39. PRIVACY OF COMMUNICATIONS

39.01 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.

39.02 The Licensee shall take reasonable measures to safeguard its Licensed System from unauthorized interception of communication carried on the Licensed System.

40. SUBSCRIBER CONFIDENTIALITY

40.01 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),
- (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), and



- (iii) where disclosure is ordered by a court of competent jurisdiction or so provided by law.
- 40.02 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.

41. HARASSING, OFFENSIVE, UNSOLICITED OR UNLAWFUL COMMUNICATION

41.01 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:

- 41.01.1 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;
- 41.01.2 The Commission or other duly authorized authority in Bangladesh may direct a Licensee to monitor communication to and from a customer's telephone;
- 41.01.3 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;
- 41.01.4 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
- 41.01.5 The Licensee shall, at the request of the Commission, terminate service to any customer that is the source of harassing, offensive or illegal communication.

42. TARIFF AND CHARGE

42.01 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.



- 42.02 The Licensee shall not start providing any Service before obtaining the written approval of the Government for its tariff and shall comply with any conditions imposed by the Government.
- 42.03 The Licensee shall obtain the written approval of the Government before making any changes to the approved tariff charges.
- 42.04 The Government 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.

43. SIGNIFICANT MARKET POWER (SMP)

- 43.01 The Licensee emerging with Significant Market Power (SMP) shall not abuse its dominant position through anticompetitive conduct.
- 43.02 The Commission will issue Significant Market Power (SMP) Regulations and/or Guidelines. The conditions of the regulations and/or guidelines will be binding to all 3G Cellular Mobile Phone Services Operator Licensees.

44. SANCTIONS FOR VIOLATIONS OF THE LICENSE

If the Commission determines that the Licensee have violated a provision of this License or the Act, Rules or Regulations conditions of this License or any other order or instructions of the Commission, the Commission may by order impose one or more sanctions provided in the Act, the Rules and Regulations issued thereunder.

45. TERMINATION OF THE LICENSE

- 45.01 The License shall remain in force until it is terminated by one of the following events:
- 45.01.1 The term of the License expires without renewal;
- 45.01.2 The Licensee agrees to the termination of this License; or
- 45.01.3 The License is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this License.

46. SUSPENSION, CANCELLATION AND FINES

- 46.01 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 license and/or impose fine as mentioned in Section-46(3) of the Act.
- 46.02 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.
- 46.03 The Commission with prior approval of the Government may cancel the License and the Licensee shall be liable for action as per 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 Renewal License is found incorrect/false which is mala fide,
- (ii) that the Applicant obtain the renewal 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 3G Cellular Mobile Phone Services Operator License within the time period mentioned in the final notice unless the matter is pending for any judicial adjudication,
- (iv) that the licensee has failed to adopt appropriate measures for mandatory 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 violates or purports to violate any terms and/or conditions under this Guideline /Any Regulations/Directives/Instructions/ Orders/ Circulars/ Decisions etc. of the Commission.
- (xii) that the licensee violates any conditions of the 3G Cellular Mobile Phone Services Radio Communications Apparatus License.

47. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

- 47.01 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.
- 47.02 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.



48. AMENDMENTS

To change any fees and charges, amend, vary or revoke any of the terms in the License shall be 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.

49. ASSIGNMENT OF RIGHTS

The License granted under the Act and Rules shall be personal to the Licensee and shall not be assigned, sub-licensed to, transferred directly or indirectly or held on trust for any person, without the prior written approval of the Commission.

50. NO LIABILITY BY THE COMMISSION

No suit, prosecution or other legal proceeding shall lie against the Commission or any member or employee of the Commission in respect of anything done or intended to be done by the Commission in the good faith exercise of its powers subject to section 33 of the Act.

51. 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 it's consequences.

52. COMMUNICATION WITH THE LICENSEE

The Licensee shall maintain on file with the Commission a current address for the Licensee, including telephone number, fax number and email address, and the name and title of a contact person, for the purposed of receiving communications from the Commission. Any notice or other communication to the Licensee permitted under this License may be given by hand delivering the same, or by mail, facsimile, or electronic mail addressed to the Licensee at its most recent address on file with the Commission.

53. TECHNICAL AND FINANCIAL AUDIT

The Commission may take initiative for annual technical and financial audit of the Licensee at any time. The audit team authorized by the Commission shall have the right for auditing technical and financial 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. The Commission will issue directives to the licensee in this regard.



54. EMPLOYMENT REGULATION OF THE COMPANY

- 54.01 The New Entrant shall submit their HR/Employment Services Regulation which shall be submitted 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.
- 54.02 (a) No Licensee shall employ more than 1% (one percent) of Foreign Nationals as its employee.
- (b) The licensee shall appoint at least 50% (fifty percent) of each of the top two tier management posts from the Bangladeshi nationals. This provision may be relaxed by the Commission for a particular operator and for a specified period of time.

55. SOCIAL OBLIGATION FUND (SOF)

The Licensee shall have obligation to contribute in social obligation fund according to the Act. The amount of the contribution is mentioned in Clause-31.07(b) of this guideline. The social obligation fund will be operated as per the provisions of the Act.

56. CORPORATE SOCIAL RESPONSIBILITIES (CSR)

The Commission encourages the Licensees to carryout Corporate Social Responsibilities. The licensees shall inform the Commission regarding their activities after every 6 (six) Months.

57. EMERGENCY CRISIS MANAGEMENT

- 57.01 The Licensee shall have an organized emergency crisis management team to take necessary action(s) to save telecom and other related infrastructure.
- 57.02 The Licensee shall provide the information of emergency crisis management team and other relevant preparations for saving the system from disaster.
- 57.03 The Licensee shall provide the information of preparation to restore their system that sustained losses from disaster.
- 57.04 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.
- 57.05 The Commission may direct the licensee from time to time regarding emergency crisis management.

58. HEALTH AND ENVIRONMENTAL CONCERN

- 58.01 The Licensee shall ensure the use of energy efficient, environmental friendly network equipments (Green Telecom) and also ensure proper safety for health hazard issues near their BTS and other locations of installations.
- 58.02 The Licensee shall ensure the use of green technology (in terms of renewable energy, low power consumption etc.) in at least 5% (five percent) of its Access Nodes (e.g. BTS) within 5 (five) years and at least 10% (ten percent) of the same within 10 (ten) years after the date of renewal of the license.
- 58.03 The Licensee shall have obligation to stop all types of radiation which are harmful to the environment and public health.



59. INITIAL PUBLIC OFFER

- 59.01 Each Licensee shall 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.
- 59.02 No permission will be required from the Commission for transfer of shares in Secondary Market after floating IPOs.

60. INTELLECTUAL PROPERTY RIGHTS (IPR)

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.

61. COMPLAINTS AND CONSUMER PROTECTION

- 61.01 The Licensee shall establish an efficient and easy-to-use system to promptly receive process and respond to complaints, claims or suggestions by customers of Licensed Services.
- 61.02 The Licensee shall make all reasonable efforts to resolve consumer complaints or disputes without delay and without recourse to the Commission.
- 61.03 If a complaint is filed with the Commission in connection with any dispute between the Licensee and a customer regarding any activity that is the subject of this License, the Commission may settle the dispute. Without prejudice to the appeal and revision rights established in section 7 of the Act, the Licensee shall abide by any resulting decision of the Commission.
- 61.04 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.
- 61.05 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.
- 61.06 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 in accordance with this license.
- 61.07 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.
- 61.08 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.



- 61.09 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.
- 61.10 The licensee 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.
- 61.11 The Licensee shall build up a management information system for customer services.
- 61.12 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.

62. DISPUTE RESOLUTION

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.

63. ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION AND DISCRIMINATION

- 63.01 **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, the following:

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.

- 63.02 **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.

63.03 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.

64. ACCOUNTS

- 64.01 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 guidelines to the Licensee from time to time.
- 64.02 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.
- 64.03 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.
- 64.04 All financial transactions (in local and foreign currency) in relation to the License must be through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972. The Licensee shall inform the Commission of the details of the accounts in operation. The Licensee shall have to submit monthly statement of all the accounts to the Commission within 10th day of the following Gregorian calendar month.

65. INFORMATION AND INSPECTION

- 65.01 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.



- 65.02 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.
- 65.03 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.

66. REPORTS

- 66.01 The Licensee shall maintain separate records for 2G and 3G subscribers and shall report to the commission periodically.
- 66.02 The Licensee shall furnish to the Commission on a quarterly 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.
- 66.03 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 3 (three) 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.

67. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

- 67.01 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.
- 67.02 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 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.
- 67.03 The Licensee shall not subcontract out any part of the Services or the System without prior approval of the Government. 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.



68. MISCELLANEOUS

- 68.01 The Licensee shall comply with all the terms and conditions of this License, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 and Any Rules/ Regulations/ Policies/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions etc. issued by the Commission from time to time, and any other Act that may come into force in future.
- 68.02 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.
- 68.03 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 Licensee, its employees, agents or authorized representatives.
- 68.04 All correspondence from the Commission shall be in writing and shall be sent to the Licensee's official place of business.
- 68.05 All directions issued by the Commission shall remain private and confidential and the Licensee shall not disclose the same unless with the prior approval of the Commission.
- 68.06 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.
- 68.07 Unless otherwise stated –
- (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 License to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
 - (viii) references to Clauses, Appendix, Sub-Clauses, Annexure and Schedule are to Clauses, Sub-Clauses, Annexure and Schedule to this License, respectively.
- 68.08 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.



- 68.09 The “3G Cellular Mobile Phone Services Regulatory and Licensing Guidelines, 2013” for establishing, operating and maintaining cellular mobile phone systems and services in Bangladesh (No. BTRC/LL/....., Date: -----) shall form an integral part of the License.
- 68.10 This License shall be governed by and construed in accordance with the laws of Bangladesh.
- 68.11 This License is issued with the approval of the appropriate authority.

Signed on thisday of, 2013
for and on behalf of the
Bangladesh Telecommunication Regulatory Commission

Deputy Director
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, Cable Service Provider, Internet Service Providers, Broadband Wireless Access Operators and IPTSPs who have a direct access with the subscribers.
2. “**Act**” means the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001).
3. “**Application form**” means a form prescribed for applying for renewal of Cellular Mobile Phone Operator License as annexed in Appendix-1 of the guidelines.
4. “**Applicable System**” means all the necessary engineering systems and equipment to provide 3G Cellular Mobile Phone Services as per technical, operational and qualitative requirements.
5. “**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.
6. “**Commission**” means the Bangladesh Telecommunication Regulatory Commission (BTRC) established under the Bangladesh Telecommunication Regulation Act, 2001.
7. “**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.
8. “**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.
9. “**Government**” means the Government of the People’s Republic of Bangladesh represented by Ministry of Posts and Telecommunications.
10. “**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.
11. “**Grey International Telephony Services**” means involvement at any level in origination, termination, routing, modification, alteration of telecom traffic by licensed or unlicensed 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;



12. **“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.
13. **“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.
14. **“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.
15. **“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.
16. **“ITU”** means International Telecommunication Union.
17. **“Infrastructure”** means all telecom related equipment (Hardware and Software) including GSM/CDMA Cellular Mobile equipment
18. **“Licensee/operator”** means 3G Cellular Mobile Phone Services Operator.
19. **“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 3G Cellular Mobile Phone Services.
20. **“Licensed Services”** means the Mandatory Services i.e. voice, data, multimedia and internet with data rate greater than 2 Mbps for indoor environments;
21. **“Licensed System”** means the Telecommunication Systems which are in existence and operational or installed or otherwise provided, maintained and/or operated by the Licensee now and at any time and from time to time for the purpose of providing Licensed Services by whatever means;
22. **“LI”** means Lawful Interception;
23. **“3G Cellular Mobile Phone Services”** means 3G Cellular Mobile Phone Services, which is capable of providing voice, data, video telephony and internet with data rate greater than 2 Mbps for indoor environment, 384 Kbps for moving vehicle and any other services defined by international standardization bodies for Cellular Mobile Phone (3G/4G/LTE) Communications;
24. **“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.
25. **“PSTN”** means Public Switched Telephone Network licensed by the Commission.
26. **“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.
27. **“Quarter”** means a period of three months of the Gregorian calendar year.



28. **“Regulation”** means regulations made or will be made in the future by the Commission under the Act.
29. **“Rules”** means all or any rules issued from time to time by the Government under the Act;
30. **“Subscriber”** means any person or legal entity that avails the service from the Licensee/operator.
31. **“SS7”** means signalling system number 7 which is an ITU-T common channel signalling protocol.
32. **“Systems”** means cellular mobile phone systems, for which the Licensee/operator is granted a License to establish, operate and maintain such system.
33. **“SIM”** means subscriber identity module;
34. **“SMP”** means significant market power as defined in the Regulations;
35. **“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.
36. **“Telecommunication Service”** means telecommunications services defined under section 2(15) of Bangladesh Telecommunication Regulation Act, 2001.
37. **“Telecommunication System”** means Telecommunications System defined under section 2(13) of Bangladesh Telecommunication Regulation Act, 2001.
38. **“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.
39. **“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;
40. **“SOF”** means Social Obligation Fund as defined in any Rules/Regulations and Guidelines issued by the Government/ the Commission from time to time;
41. **Abbreviations**
- | | | | |
|-------|------|---|----------------------------------|
| 41.01 | ANS | - | Access Network Services. |
| 41.02 | AF- | | Area Factor for Access Frequency |
| 41.03 | BHCA | - | Busy Hour Call Attempts |
| 41.04 | BDT | - | Bangladesh Taka |
| 41.05 | BWA | - | Broadband Wireless Access |
| 41.06 | BTS | - | Base Transceiver Station |



- 41.07 BF - Band Factor
- 41.08 BW - Bandwidth
- 41.09 BSC - Base Station Controller
- 41.10 CCS7 - Common Channel Signalling No. 7
- 41.11 CDMA- Code Division Multiple Access
- 41.12 CDR - Call Detail Record.
- 41.13 CSR - Corporate Social Responsibilities
- 41.14 CEO - Chief Executive Officer
- 41.15 CF - Contribution Factor for Access Frequency
- 41.16 THE COMMISSION-Bangladesh Telecommunication Regulatory
Commission (BTRC).
- 41.17 DDF - Digital Distribution Frame
- 41.18 EDGE - Enhanced Data-Rates for GSM Evolution.
- 41.19 ENUM- tElephone NUmber Mapping.
- 41.20 EHF - Extra High Frequency
- 41.21 EMS - Extended Message Service
- 41.22 FDI - Foreign Direct Investment
- 41.23 GOB - Government of Bangladesh
- 41.24 GHz - Gigahertz
- 41.25 GPRS - General Packet Radio Service
- 41.26 GSM - Global System for Mobile
- 41.27 HF - High Frequency
- 41.28 ICX - Interconnection Exchange.
- 41.29 IGW - International Gateways.
- 41.30 ILDTS- International Long Distance Telecommunication Services.
- 41.31 IP - Internet Protocol.
- 41.32 IPO - Initial Public Offer.
- 41.33 ISO - International Organization for Standardization
- 41.34 ISP - Internet Service Provider.
- 41.35 IX - Internet Exchange.



41.36	ICT	-	Information and Communication Technology
41.37	ITU	-	International Telecommunication Union
41.38	IMEI	-	International Mobile Equipment Identity
41.39	IPR	-	Intellectual Property Rights
41.40	IPO	-	Initial Public Offer
41.41	Kbps	-	kilo bits per second
41.42	KHz	-	Kilohertz
41.43	Km	-	Kilo meter
41.44	LEA	-	Law Enforcing Agencies
41.45	LI	-	Lawful Interception.
41.46	LAN	-	Local Area Network
41.47	LF	-	Low Frequency
41.48	LTE	-	Long Term Evolution
41.49	MoPT	-	Ministry of Post and Telecommunication
41.50	MHz	-	Megahertz
41.51	MF	-	Medium Frequency
41.52	MD	-	Managing Director
41.53	MVNO-		Mobile Virtual Network Operator
41.54	MSC	-	Main Switching Centre
41.55	NGN	-	Next Generation Network.
41.56	NMC	-	National Monitoring Centre
41.57	OMC	-	Operation and Maintenance Centre
41.58	POP	-	Point of Presence.
41.59	POI	-	Point of Interconnection.
41.60	PLMN	-	Public Land Mobile Network.
41.61	PSTN	-	Public Switched Telephone Network.
41.62	QoS	-	Quality of Service.
41.63	RIO	-	Reference Interconnection Offer
41.64	RUIM	-	Removable User Identity Module
41.65	SIP	-	Session Initiation Protocol.



41.66	SLA	-	Service Level Agreement
41.67	STM-x	-	Synchronous Transfer Mode (Fibre Channel Card)
41.68	STU	-	Spectrum Tariff Unit
41.69	SIM	-	Subscriber Identity Module
41.70	SMP	-	Significant Market Power
41.71	SMS	-	Short Message Service
41.72	SHF	-	Super High Frequency
41.73	UHF	-	Ultra High Frequency
41.74	VAT	-	Value Added Tax
41.75	VLF	-	Very Low Frequency
41.76	VHF	-	Very High Frequency
41.77	VMS	-	Voice Message Service
41.78	VoIP	-	Voice over Internet Protocol.
41.79	VSAT	-	Very Small Aperture Terminal.
41.80	2G	-	2 nd Generation Mobile Services
43.81	3G/4G	-	3 rd /4 th Generation Mobile Services



SCHEDULE-2

PRO-FORMA OF PERFORMANCE BANK GUARANTEE

[Non-Judicial Stamp]

[Date]

[Name of Bank] (Hereinafter called the Bank)

[Address]

To: The Bangladesh Telecommunication Regulatory Commission

[Address]

Subject: Bank Guarantee No.: dated: for BDT 150 (One hundred and fifty) crore only in favour of “The Bangladesh Telecommunication Regulatory Commission” as Performance Bank Guarantee.

Dear Sir,

This Bank Guarantee (hereinafter called the Guarantee) is issued pursuant to the clause..... of the license no. ----- dated ----- for operating and maintaining of 3G 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 performance 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 sums up to the amount of BDT 150 (One hundred and fifty) crore only as described in the 3G Cellular Mobile Phone Services Regulatory and Licensing Guideline, 2013 for invitation of applications for issuing 3G Cellular Mobile Phone Services Operator license as decided by the Commission in accordance with the license. The Bank Guarantee shall be three in phases each of which will be in 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.

In the event of failure by any license of the roll out obligations, the Bank Guarantee of that licensee will be encashed by the Commission. For the failure of the fulfillment of rollout target each phase as mentioned in the license, the Commission will encash BDT 50 (fifty) crore without giving any reason. In case of fulfillment of the rollout target by the Licensee for each phase BDT 50 (fifty) crore from mentioned PBG shall 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.

- (a) Payment shall be made by the Bank within the 2 (two) days of the receipt of any written demand by the Commission;



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

The Bangladesh Telecommunication Regulatory Commission

This Guarantee is irrevocable and shall remain in force for 6 (six) year from the date hereof.

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

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

Signed by,

for and on behalf of:

Name of Bank

Witnessed by:

1.

2.

Signature

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]

Dear Sir,

RE: REQUEST FOR REDUCTION IN PERFORMANCE BANK GUARANTEE

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

We confirm that we have discharged all of our obligations under the License and have achieved the 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]

Dear Sir,

RE: REQUEST FOR PAYMENT OF BANK GUARANTEE AGAINST SECURITY DEPOSIT

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

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

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

[Name of Authorized Representative of the Commission]

for and on behalf of

Bangladesh Telecommunications Regulatory Commission



APPENDIX-6

**[Generic Form of Radio Communications Apparatus License for
3G Cellular Mobile Phone Services in Bangladesh]**



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

3G RADIO COMMUNICATIONS APPARATUS LICENSE

ISSUED

TO

.....

.

UNDER

THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001

ON THE

..... DAY OF2013





**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

No. BTRC/.....

Date: - -2013

RADIO COMMUNICATIONS APPARATUS LICENSE

FOR

3G CELLULAR MOBILE PHONE SERVICES

(Issued under section 55 of the Bangladesh Telecommunication Regulation Act, 2001)

Whereas in pursuance to the “3G Cellular Mobile Phone Services Regulatory and Licensing Guidelines, 2013” (No., Date:) for Bangladesh Telecommunication Regulatory Commission (Commission) require to issue license for establishing, operating and maintaining 3G Cellular Mobile Phone Services in Bangladesh.

And whereas by application dated, the Chairman/CEO/MD/CTO has prayed for a License to establish, operate and maintain Radio Communications Apparatus.

And whereas the Commission upon consideration of the application has decided to grant/award such License to the applicant.

Now, therefore, in exercise of the powers under section 55 of the Bangladesh Telecommunication Regulation Act, 2001 Bangladesh Telecommunication Regulatory Commission is pleased to issue-

LICENSE

To

.....represented by its Chairman/CEO/MD/CTO having its registered office atto Operate Radio Communications Apparatus for establishing, operating and maintaining the 3G Cellular Mobile Phone Services network throughout Bangladesh and provide 3G Cellular Mobile Phone Services to subscribers, subject to the terms and conditions laid down hereinafter.



1. DURATION OF LICENSE

The duration of the Licenses, shall initially be for a term of 15 (fifteen) years. Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 5 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 at the time of each renewal.

2. FEES AND CHARGES

- 2.01 Applicants/Licensees will be required to pay annual spectrum fee without any deduction to the Commission as mentioned below. The fees are excluding of fees, charges and taxes imposed by any other competent authority of the Government.

Annual Spectrum Fees/Price for Access Frequency	As per the Spectrum formula as mentioned below
Annual Spectrum Fees/Price for Micro Wave Frequency	As per the Spectrum formula as mentioned below

- (a) **Annual Spectrum Fee:** The Licensee, after the payment of the spectrum assignment fee, shall pay annual spectrum fees for both Access and Micro Wave frequencies according to the formula as stated in Clause No. 2.03. The annual spectrum fees shall be paid on a quarterly basis within the first 10 days at the end of each quarter in advance. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if any underpaying found, the balance must be paid within 90 (ninety) days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may adjust any excess amount against quarterly payments with the approval of the Commission in the next year.
- 2.02 The fees and charges as described in Clause No. 2 shall have to be paid within the stipulated time. The due amount may be paid within 60 (sixty) days after the due date by paying late fee at the rate of 15% (fifteen percent) per annum as compensation to the Commission. If the amount is not paid within the 60 (sixty) days as stipulated, necessary actions shall be taken by the Commission as per the provisions of the license and the Act.

2.03 Annual Spectrum Charging Formula

- (a) The spectrum charges shall be calculated 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 = Amount in BDT equivalent to USD 1.00 per MHz per Sq. Km. The amount shall be calculated as per the published selling rate of USD of Bangladesh Bank on the last working day of each quarter.

- (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.	Upto 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 million and above	6.0

(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) To determine the Contribution Factor (CF) only 3G subscriber base will be taken into account. The Licensee shall maintain the subscriber records accordingly.



3. ASSIGNMENT OF SPECTRUM

3.01 Access Frequency:

3.02 Microwave Frequency:

4. REASSIGNMENT OF FREQUENCIES

4.01 The Commission may, in order to comply with international radio spectrum co-ordination requirements, ITU assignments or reassignments, or generally in the course of regulating the radio spectrum in the best interests of Bangladesh, reassign radio spectrum assigned to the Licensee or require the Licensee to surrender its rights in respect of radio spectrum assigned to it and which is not reasonably required for the continued operation of the Licensed Services. In such cases, the Licensee shall be entitled to consult with the Commission before any such action is taken and the Licensee shall be entitled to reasonable time and, where applicable, the assignment of appropriate alternative radio spectrum, to permit the Licensee to carry on its business without unreasonable costs or disruptions.

4.02 If, pursuant to Sub-Clause No. 4.01, the Commission requires that the Licensee change the radio spectrum assigned to it, or surrender its rights in respect of radio spectrum assigned to it, and the Commission re-assigns the radio spectrum to another Operator within three years after the date established by the Commission as the last date that the Licensee may use any apparatus or device that emits or receives any radio communication in the band or the radio spectrum, the Commission shall require the other Operator to compensate the Licensee for its reasonable costs incurred as a result of such change or surrender, as determined by the Commission. Detail procedure for re-farming will be provided by the Commission including but not limited to compensation mode etc.

5. RADIO APPARATUS

The Licensee shall operate radio communication apparatus and devices in compliance with all requirements of the Commission pertaining to emissions, frequencies of operation, BTS site clearance, technical characteristics, power and aerial characteristics.

6. USE OF SPECTRUM

6.01 The Licensee shall comply with the following terms and conditions relating to radio spectrum assigned to the Licensee:

6.01.1 The Licensee shall report to the Commission such information as each of them may require concerning the assigned radio spectrum and its use;

6.01.2 The Licensee shall only use the assigned radio spectrum in its own operations and it shall not lease, sub-license, allocate, assign or otherwise make available the use of the assigned radio spectrum to another Operator;



- 6.01.3 The Commission shall have the right, exercisable at any time, to terminate the assignment to the Licensee of the radio spectrum described in 3G Cellular Mobile Phone Services Operator License if the Commission determines that the Licensee is not complying with the requirements applicable to such spectrum and which are set forth in the provisions of the Radio Communications Apparatus License;
- 6.01.4 The Licensee shall use assigned radio spectrum in compliance with all national, regional, intergovernmental and international arrangements in effect from time to time that are designed to reduce radio interference among service providers;
- 6.01.5 At all times, the Licensee shall implement all commercially reasonable measures to optimise the efficiency and effectiveness of its use of the radio spectrum assigned to it;
- 6.01.6 Unused spectrum assigned to the Licensee may be withdrawn, if the Licensee fails to commence its Services within one year of the Effective Date.

7. NATIOAL SECURITY

- 7.01 The Licensee shall comply with the national security and other requirements of section 54 of the Act and any other national security requirements under the law.
- 7.02 It shall be open to the Commission to restrict the Licensee from operating in any sensitive area defined by the Government from the national security point of view.
- 7.03 No local/long distance traffic (mobile and fixed line) shall be hauled outside Bangladesh.
- 7.04 No remote access shall be provided to any person/place outside Bangladesh for any maintenance/repairs/databases/facility unless approved by the Commission or concerned quarters.
- 7.05 The BTSs shall be installed in such a way that signal strength fades away within 8 KM along the international border, or as specified, and no communication takes place across the international border. No BTS shall be installed without prior approval of the Commission.
- 7.06 No ciphering equipment or software shall be used by the service provider or user without prior approval of the Commission.
- 7.07 The Licensee shall ensure to implement Equipment Identity Register (EIR) or related module in the network or as directed by the Commission.
- 7.08 All communication with Customer Premises Equipment (CPE) shall be through a specific subscriber identity number.
- 7.09 System must be Lawful Interception (LI) complaint and ready to be extended as desired by the Commission.

8. COVERAGE ROLLOUT OBLIGATION

8.01 First Phase: Service in seven Divisional Headquarters

Existing operators who will receive the 3G Cellular Mobile Phone Services Operator License are required to complete the 3G 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 3G Radio Communications Apparatus License .



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

Existing operators who will receive the 3G Cellular Mobile Phone Services Operator License and the licensee (new entrant) will 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 3G Radio Communications Apparatus License

8.03 Third Phase: Service in all District Headquarters

Existing operators who will receive the 3G Cellular Mobile Phone Services Operator License and new licensee will have to complete the third phase of roll out within 36 (thirty six) months from the date of issuance of the 3G Radio Communications Apparatus License.

9. QUALITY OF SERVICE OBLIGATION

- 9.01 The Licensees shall provide an acceptable quality of service as per the Decisions/Directives/Regulation of the Commission. The Licensee shall have the obligation to ensure the quality of service as stated in the Regulations/Directives/Instructions/Orders/Guidelines for QoS issued by the Commission for time to time.
- 9.02 The Licensee shall ensure that voice and data traffic passes through its network with minimal interference and/or loss and without unauthorized access.
- 9.03 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.
- 9.04 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without prior notice and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission. 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.
- 9.05 If the Licensee fails to meet the QoS standards, the Commission may impose the penalties set out by the Commission from time to time.
- 9.06 The Licensees are encouraged to ensure spectral efficiency without reducing the QoS, The QoS shall be monitored by the Commission from time to time.
- 9.07 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.
- 9.08 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.



10. MISCELLANEOUS

- 10.01 This License is subject to yearly endorsement, payment of necessary fees and charges, and furnishing of necessary documents in a timely manner.
- 10.02 The Licensee is required to inform the Commission when any links have been established.
- 10.03 Assigned frequency and radio apparatus or any right therewith are not transferable wholly or partly, 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. 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 expiration of this license.
- 10.04 Only equipment models or types approved by the Commission shall be used in licensed radio communications networks and systems. Where an equipment model or type has not been approved, clearance for the use of such equipment must be obtained from the Commission.
- 10.05 All synthesised equipment shall be programmed by the manufacturer on the assigned frequencies prior to commissioning.
- 10.06 ITU-R recommendations shall generally apply to the use of radio communications equipment.
- 10.07 If interference or other problems result from the operation of a licensed station the Commission reserves the right to withdraw the license and require the station to cease operations.
- 10.08 The Licensee shall inform the Commission, in writing, regarding any problems arising from the use of assigned frequencies.
- 10.09 The Licensee shall require to co-ordinate the use of assigned frequencies with other spectrum licensee / users, if necessary.
- 10.10 Clearance Certificate from appropriate authority will be required if antenna height is more than the allowable limit as declared by any competent authority.
- 10.11 The coverage area of any station shall not exceed the licensed geographical area for which necessary payments are to be made to the Commission.
- 10.12 Frequencies may be reused subject to any conditions in other clauses dealing with notification and co-ordination.
- 10.13 The assigned frequency shall be cancelled, if it is not used within 01 (One) year from the date of assignment.
- 10.14 The licensee will be allowed to provide services with this spectrum according to the conditions of the 3G Cellular Mobile Phone Services Operator License.
- 10.15 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.



- 10.16 The Government reserves the right to make any change in the charges or levies from time to time and the Licensee shall abide by the decision of the Commission.
- 10.17 The licensee shall not import/purchase any Telecommunication/Radio apparatus for its network without taking prior permission from the Commission.
- 10.18 The Licensee must take prior permission from the Commission before installing BTS within 8 km inside from the international border.
- 10.19 The Radio apparatus and Spurious Emission must conform to ITU recommendation.
- 10.20 The Commission reserves the right to cancel the assignment of the frequency, wholly or partly, for the reasons of National Security or National Interest or any other reasons whatsoever as the Commission deems fit and proper within the scope of Bangladesh Telecommunication Regulatory Act-2001.
- 10.21 Out of the assigned frequency band transmission is strictly restricted to avoid interference and the Licensee shall ensure it.
- 10.22 The Commission reserves the right to inspect the telecommunication installations without prior notice.
- 10.23 The Licensee shall abide by all the terms and conditions as mentioned in the 3G Cellular Mobile Phone Services Operator License.
- 10.24 The Licensee shall keep the necessary guardband between the operators with mutual understanding basis among the operators.
- 10.25 The Government reserves exclusive right and authority to explain or interpret any provision of this License, if any confusion arises regarding the actual sense or import of any provision of this License. The explanation of the Government shall be final and binding on the Licensee.
- 10.26 Cancellation 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 law or this License.
- 10.27 The Licensee shall comply with all terms and conditions of this License, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 and any applicable subsidiary legislation, Government policies, guidelines, Directives, Instructions, Orders, Circulars, Decisions etc. issued by the Commission from time to time.
- 10.28 Violation of any of the conditions of the License shall render the License to be cancelled.
- 10.29 The Commission may, in any of the events specified in Section-55 of the Act, suspend or cancel the License issued by the Commission and/or imposes fine as mentioned in the Act.
- 10.30 The Commission 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 renewal license hiding the information as mentioned in the guidelines and the Act and the reason for not providing the information is not acceptable,
- (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the 3G Radio Communications Apparatus License,
- (iv) 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,
- (v) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee,
- (vi) that the Licensee violates or purports to violate any terms and/or conditions under this Guideline is / Any Regulations/Directives/ Instructions/ Orders/ Circulars/ Decisions etc.
- (vii) that the licensee violates any conditions of the Cellular Mobile Phone Services (3G/4G/LTE) Operator License.

10.31 Unless otherwise stated –

- (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 License to “writing” or “written” includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
- (viii) references to Clauses, Sub-Clauses, Annexure and Schedule are to Clauses, Sub-Clauses, Annexure and Schedule to this License, respectively.

10.32 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.

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

10.34 The “3G Cellular Mobile Phone Services Regulatory and Licensing Guidelines, 2013” for establishing, operating and maintaining 3G Cellular Mobile Phone Services in Bangladesh (No. BTRC/LL/ _____, Date: _____) shall form an integral part of the License and vice-versa.



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

Signed on thisday of, 2013
for and on behalf of the
Bangladesh Telecommunication Regulatory Commission

Senior Assistant Director
Spectrum Management Division
BTRC

A handwritten signature in black ink, appearing to be the initials 'SA' or similar, located in the bottom left corner of the page.