BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

Plot # E-5/A, Agargaon Administrative Area,
Sher-e-Bangla Nagar, Dhaka-1207.

No.: 14.32.0000. **Date: XX-XX-2025**

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REGULATORY AND LICENSING GUIDELINES

FOR

National Infrastructure & Connectivity Service Provider (NICSP)

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BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

Plot # E-5/A, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207.

Regulatory and Licensing Guidelines for National Infrastructure & Connectivity Service Provider (NICSP)

1. INTRODUCTION

1.1 Bangladesh Telecommunication Regulatory Commission (Commission) is empowered under section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) (the Act) to issue a License for the operation and provision of telecommunication services, and to determine the eligibility criteria and other general terms and conditions of the License.

1.2 Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue Guidelines on Licensing Procedure of National Infrastructure & Connectivity Service Provider (NICSP)

1.3 These Guidelines, along with the terms and conditions of the License, shall be read in conjunction with the Act, any subsequent legislation, and prevalent laws or sector policies framed by the Government, and other rules, regulations, decrees, orders, decisions, guidelines, directives and documents of general application issued by the Government or the Commission from time to time. The Act specifically provides that the establishment, operation or use of telecommunication system including radio apparatus and provision of telecommunication services in Bangladesh without a License is an offence, punishable with imprisonment or a fine or both.

1.4 National Infrastructure & Connectivity Service (NICS) is an approach to ensuring optimum utilization of telecommunication resources, land, infrastructure and power to reduce environmental hazards; to reduce the CAPEX and OPEX; to achieve higher economics of scale; to promote healthy competition by reducing the entry-cost for new entrants; and to reduce the wastage of land route to develop telecommunication network and infrastructure and connectivity.

1.5 National Infrastructure & Connectivity Service (NICS) includes the requirement to establish and to lease out/rent out of nationwide fiber optic backhaul transmission network, and tower infrastructure on a non- discriminatory basis to other service providers. These guidelines arc

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to be read along with the Act and any other relevant Laws, Rules, Regulations and in conjunction with the respective operator's license conditions.

1.6 The Guidelines may be withdrawn, revised, updated or amended from time to time taking into consideration various factors including but not limited to any threat to public health, national security and of Court orders.

1.7 This guideline is approved by the government and shall come into effect from the date of its issuance by Bangladesh Telecommunication Regulatory Commission (BTRC).

2. DEFINITIONS, INTERPRETATIONS AND ABBREVIATIONS

The interpretations and definitions of the terms used in these guidelines are annexed herewith as Appendix 1

3. TITLE

The Title of this license shall be **"National Infrastructure & Connectivity Service Provider (NICSP)"**.

4. OBJECTIVES

The objectives of these guidelines are as follows:

4.1 These Guidelines are intended to provide an overview of the licensing and regulatory framework for Applicant(s) seeking to obtain License under these guidelines to develop, build, maintain and operate telecommunications transmission facilities and tower infrastructure means optical fiber-based transmission facilities, as well as towers, masts, poles, or other passive infrastructure for the purpose of leasing and sharing primarily. The license is Called National Infrastructure & Connectivity Service Provider (NICSP). No person or business entity shall be allowed to develop, build, operate and maintain transmission (except Last mile connectivity and Last mile tower connectivity) and tower infrastructure without a valid NICSP License issued by the Commission.

4.2 This Licensing framework is intended to foster effective competition, promote cost-effective infrastructure development, and support the nationwide deployment of robust transmission network and tower infrastructure facilities.

4.3 NICSP License shall be a facility and infrastructure-based license, authorizing the development, operation and sharing of telecommunications transmission facilities and tower infrastructure.

4.4 These Guideline have been prepared taking into account the objectives of the Government to create Transmissions network and tower infrastructure with a view to separating Transmission Network Services, Access Network Services and tower infrastructure services.

4.5 To maximize the use of Transmission network and Tower infrastructures facilities including

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but not limited to optical fiber, mast, base station sites, towers, in-house wiring, local-loops etc. to enhance sharing/leasing/rent out and reduce duplication of investment for such facilities for licensed telecom operators and any other authorized users declared by the Commission.

4.6 To promote the availability of wide range of cost effective and competitive telecommunication transmissions network and Tower infrastructure throughout Bangladesh by ensuring optimum utilization of telecommunication resources.

4.7 To minimize the environmental effect, to ensure minimum fiber installation, occupation of land space, reduce power consumption and maximizing the utilization of existing Transmission network and Tower infrastructure installations.

4.8 To ensure optimum utilization of the operators' capital expenditure on transmission network, tower infrastructure and telecommunication resources, therefore facilitating the whole sector.

4.9 To ease pressure of network rollout and cost management from operators, allowing them to focus on customer service in a highly competitive and customer-centric industry.

5. LEGAL REFERENCES (INCLUDING DISCLAIMER)

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

(i) The Bangladesh Telecommunication Act, 2001 (Act No. XVIII of 2001).

(ii) The Wireless Telegraphy Act, 1933 (Act No. XVII of 1933) and The Telegraph Act, 1885 (Act No. Xlll of 1885), for matters that are not covered by the Bangladesh Telecommunication Act. 2001.

(iii) Any Rules/ Regulation/ Directives/ Instructions/ Directions/ Decisions made by the Commission.

5.2 Applicant(s) shall be disqualified from obtaining a License if any provision listed in sub clauses (i) to (vii) below applies to its owner(s) or to any of its director(s) or shareholders or partner(s) or to the Applicant(s) himself

(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 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 a court for committing of any offence under the Act and a period of 5 (live) years has not elapsed since his release from such imprisonment;

(iv) he has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;

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(v) he has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;

(vi) his license has been cancelled by the Commission at any time during the last 5 (five) years;

(vii) if prosecution is going on against the applicant(s) or its owner(s) or shareholder(s) or any of its director(s) or partner(s) for illegal call termination or data transportation or any violation of the Act/Any Regulation/Rules/Guidelines/Bye laws/ Directives/ Orders/Circulars/Decisions of the Commission and/or the Government etc.

6. LICENSING MODEL, CATEGORY, DURATION

6.1 The issuance of NICSP License shall be subject to an open licensing framework model.

6.2 The duration of the License(s), shall initially be for a term of 15(Fifteen) years.

6.3 The Commission will award National Infrastructure & Connectivity Service Provider (NICSP) to entities as per market demand, telecommunication policy, national interest and resource optimization etc. to provide nationwide Transmission Network and Tower Infrastructure service to ANSP, ICSP, Licensed telecommunication Operators and to other authorized users.

7. ELIGIBILITY

7.1 Basic Requirement

7.1.1 Bangladeshi entities (consortium, partnerships and companies registered under 'Joint Stock of Companies and Firms' under the law(s) of Bangladesh) are eligible to apply for NICSP License. However, Bangladeshi entity may have NRB and/or foreign entity as partner. A partnership/consortium of NRB and/or foreign entity without Bangladeshi partner (company/partnership firm owned by the Bangladeshi citizen) is not eligible.

7.1.2 In case of foreign entity applying together with Bangladeshi partner, foreign equity is limited to maximum 65% (sixty five percent). The foreign partner shall invest in foreign currency directly equal to his percentage of ownership and no bank loan from any Bangladeshi Scheduled Bank/ Financial institution/ Leasing Company shall be raised for the foreign part of the investment. But to meet roll-out obligations, the local partner company shall be entitled to raise fund from local and foreign banking sources but under no circumstances the debt:equity ratio shall exceed 80:20.

7.1.3 ln case of NRB applying together with Bangladeshi partner, there is no limitation on the quantity of foreign equity. NRB shall invest directly in foreign currency and no bank loan from any Bangladeshi Scheduled Bank/ Financial Institution/ Leasing Company shall be raised for his part of the investment.

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7.1.4 The applicant or the foreign/NRB partners/shareholders of the applicant shall have to have minimum experience of 3 (three) years of successful Tower Services/ Backhaul fiber optic cable services for at least 5 (five) thousand towers/ minimum 50,000km transmission network on the date of application.

7.1.5 The Licenses will be awarded by the Commission to the applicants subject to fulfillment of the terms and conditions of these guidelines.

7.1.6 Applicants for an NICSP license shall demonstrate adequate financial and technical capacity, including a minimum committed investment of BDT 200 crore over the first three years, or such amount as determined by the Commission from time to time. This investment shall be used for roll out obligation, transmission network and tower infrastructure build/buy, operate, maintain and expansion.

7.1.7 Any applicant having similar or common shareholding structure, owners, or beneficial interest holders of the applicant therein, concurrently holds an existing license in the Mobile Operator/IPTSP/PSTN/IGW/IIG/SMC/ITC or Access Network Service Provider (ANSP) or International Connectivity Service Provider (ICSP) layer or similar service providers, The applicant shall surrender such other license(s) at the time of application for migration to the NICSP License.

7.1.8 In the Scheme of arrangement applicant shall follow-

7.1.8.1 In case of foreign entity applying together with Bangladeshi partner, foreign equity is limited to 65% as outlined in the Telecommunications Network and Licensing Policy 2025. The foreign partner shall invest either through direct and transparent FDI or through acquisition of shares through a scheme of arrangement in accordance with the laws of Bangladesh.

7.1.8.2 The Applicant, in case of a scheme of arrangement, the entity from which the tower assets shall be transferred, shall have minimum experience of 3 years of successful Tower or Transmission network Business or operation of at least 5 (five) thousand towers or 50,000km fiber on the date of application.

7.1.8.3 Any applicant, in case of scheme of arrangement, the entity shall observe Equivalence of Inputs (EoI) and publish a Reference Infrastructure Offer (RIO) to ensure non-discriminatory access to all service providers.

7.2 Ownership (foreign, local, FDI):

Cross-Ownership Restrictions and Allowance of Foreign Ownership and Investment

7.2.1 A single legal entity shall be eligible to hold only one (01) NICSP License at any given time.

7.2.2 Entities holding an Access Network Service Provider (ANSP) License or an International Connectivity Service Provider (ICSP) License shall not be eligible to obtain a NICSP License.

7.2.3 This restriction mentioned in 7.2.1. & 7.2.2 shall extend to all shareholders, owners, or beneficial interest holders of the applicant entity. Accordingly, where any shareholder, owner, or beneficial interest holder of an applicant entity already possesses ownership in another entity

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holding a NICSP License, the applicant shall be deemed ineligible to obtain a new NICSP License. However these conditions are not applicable for new licensees/applicants with any foreign ownership.

7.2.4 Any attempt to circumvent this restriction through nominee arrangements, cross-holdings, or layered ownership structures shall be treated as a material violation of license conditions and shall attract regulatory action, including refusal, suspension, or cancellation of license.

7.2.5 Foreign entities may hold equity in National Internet Connectivity Service Provider (NICSP) licensees through direct and transparent Foreign Direct Investment (FDI) or any scheme of arrangement in accordance with law.

7.2.6 For NICSP licensees licensed prior to the adoption of this policy (migrated from NTTN/Tower Sharing License), foreign shareholding shall be limited to a maximum of 65%, with exceptions only where inter-governmental agreements are to be respected. Given the capacity of the local economy, a grace period of up to three (03) years from the date of policy approval shall be granted to ensure full compliance with this provision.

7.2.7 NICSP licensees, licensed prior to the adoption of this policy (migrated from NTTN/Tower Sharing License), with majority foreign shareholding may seek to regularize or increase their foreign equity-up to a maximum of 65% - only upon the introduction of fresh capital investment, subject to regulatory approval and compliance with applicable investment and licensing guidelines.

7.2.8 Entities licensed under the Foreign Private Investment (Promotion and Protection) Act, 1980, those covered under Bangladesh's commitments pursuant to the General Agreement on Trade in Services (GATS) or similar acts, shall be exempt from the 65% foreign ownership cap and may hold up to 85% foreign equity, provided that:

a) their licensing terms and shareholding structures remain consistent with the original authorization, and

b) they comply with all prevailing legal and regulatory frameworks.

7.2.9 To ensure domestic capital participation and align with national development objectives, foreign-invested NICSP licensees eligible under Clause 7.2.7 shall maintain a minimum of 15% equity participation by local investors, through one or more of the following modalities:

a) Joint venture arrangements with local partners.

b) Initial Public Offering (IPO) on a recognized stock exchange in Bangladesh; or

c) other investment structures approved by the Commission.

7.2.10 For new licensees, 65% foreign ownership may be allowed if the investment is made through fresh identifiable FDI or any scheme of arrangement in accordance with law.

7.2.11 100% local ownership of NICSP licenses shall remain fully permissible for domestic investors electing to retain complete equity control.

7.2.12 Where any owner, shareholder, or beneficial interest holder of the applicant entity possesses equity or ownership in an entity licensed under the ANSP or ICSP layer, such applicant shall also be deemed ineligible for a NICSP License.

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7.2.13 Existing Nationwide Telecommunications Transmission Network (NTTN) Licenses and Tower Sharing Licenses shall be given the opportunity to migrate to the NICSP license.

7.3 Disqualification

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

(i) Inaccuracy or misrepresentation of any facts in any part of the Application which is mala fide;

(ii) Illegal conduct, disruption during the evaluation, or indulgence in improper attempts to influence the outcome, or delay the process;

(iii) Any "corrupt practice" meaning the offering, giving, receiving or soliciting of anything of value to influence a public official in relation to evaluation process; or

(iv) Any fraudulent practice or misrepresentation of facts in order to influence the results of the evaluation process established by the guidelines.

8. AVAILABILITY OF THE LICENSING GUIDELINE

8.1 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) in the form of pay order or bank draft in favour of Bangladesh Telecommunication Regulatory Commission.

8.2 The Guideline which includes prescribed Application Form, Generic form of License and application information instructions will be available in the office of the Commission.

9. SCOPE OF THE LICENSE

9.1 NICSP Licensees shall be permitted to build, maintain and operate optical fiber-based transmission facilities and tower infrastructure anywhere in the country, as well as towers, masts, poles, or other passive infrastructure for the purpose of leasing and sharing primarily with BTRC licensees. Licensee may also provide ancillary services related to their facility-based operations.

9.2 Subject to regulatory approval, NICSP licensees may deploy wireless technologies shall there be any necessity to deploy wireless and other new technology-based network to provide high capacity backhaul connectivity or Transmission network solutions.

9.3 NICSP licensees providing optical fiber-based transmission services shall be responsible for deploying transmission networks up to the Union level. These services may include dark fiber and capacity lease options, offered in accordance with market demand. The obligation may be

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fulfilled either through the development of proprietary infrastructure or through leasing or rental agreements with other licensed entities.

9.4 In addition to backhaul transmission services, NICSP licensees shall be authorized to provide last-mile connectivity upon request from ANSP licensees (limited to fiber connectivity of mobile towers). Any transmission route that is not covered by existing NICSP licensees might also be considered as last mile and to build and deploy a transmission network on such a route, the licensee shall obtain prior approval from the Commission.

9.5 The license(s) will Lease out / Rent out the Licensees' Transmission Network and Tower Infrastructure and any other services approved/directed by the Commission to the Licensed Telecommunication Operators and other authorized users for a specified Lease Term / Rental Term not exceeding the NICSP license duration.

9.6 The licensee and the operators shall come across with a Service Level Agreement (SLA) for Transmission network and Tower Infrastructure Sharing. The licensee shall submit the draft SLA to the Commission for necessary vetting.

9.7 The Licensee(s) will be entitled to lease or share or sub-lease any of its systems or any apparatus or facility to others without any discrimination. The Licensee(s) shall file all concluded lease agreements with the Commission.

9.8 The Licensee(s) shall have an obligation to connect the Tower to the systems of any other Licensed Telecommunication Operators by the Commission and ensure compatibility.

9.9 Fiber-optic based transmission network and tower resources, which are under the scope of NICSP License, cannot be built and owned by ICSP and ANSP licensees.

9.10 NICSP licensees shall provide domestic voice interconnection or internet peering services to ANSPs as and when directed by the Commission. The eligible entity to provide voice interconnection service shall be selected through a competitive process conducted under regulatory supervision. The Commission shall issue separate guideline/directives/instruction in this regards.

9.11 The Licensees will be entitled to take lease of existing transmission network and Tower infrastructures of other entities like duct, city poles, masts, towers etc. to be utilized for the purpose of telecommunication services.

9.12 ANSP and ICSP licensees may lease dark fiber from NICSPs in accordance with applicable guidelines, while Fixed Telecom Service Providers shall be permitted to build their own last-mile connectivity, and Cellular Mobile Operators shall be allowed to connect their last-mile towers through self-deployed fiber infrastructure.

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10. LICENSE AWARDING PROCESS

10.1 Submission of Application

10.1.1 The applicant in applicant's letter head pad shall include the documents mentioned in appendix-2, appendix-3, appendix-4 and appendix-5. Each page of the application along with purchased guidelines and all other supporting documents shall have to be signed by the applicant's authorized personnel.

10.1.2 The applicant shall submit non-refundable application/processing fees of BDT 5 (Five) lac (excluding VAT) payable in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order form any scheduled bank of Bangladesh.

10.1.3 The applicant shall submit 2 (two) copies of its application with all the relevant documents of which 1 (one) shall be original. The applicant(s) shall also submit soft copy of all the documents in portable/removable drive with non-scanned and/or scanned format to the Commission

10.1.4 The Commission reserves the right and authority to reject the application if it found that the application has been submitted without complying with the conditions of these guideline or any information or documents provided with the application is untrue, inaccurate, incomplete or unacceptable for any reasonable cause.

10.1.5 Clearance certificate or report issued by the Credit Information Bureau (CIB) of Bangladesh Bank, or through an authorized financial institution, for the Applicant and all of their owner/partner/director/shareholder, as proof of financial soundness and non-defaulter status. The report must be current and valid, issued no more than 3 (three) months prior to the date of application submission.

10.2 Processing of Application

10.2.1 The applicant shall submit Application/offer/proposal for NICSP License to the Commission in the prescribed Form duly filled-in, signed and sealed, together/along with all other necessary attested documents and information indicated in the prescribed format as appended in APPENDIX-2, APPENDIX- 3, APPENDIX-4, APPENDIX-5.

10.2.2 ln 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.

10.3 Application Evaluation

10.3.1 The License will be awarded through an evaluation process or any other process determine by the Commission. The evaluation of the offers/proposals shall be carried out in conformity with the provisions of APPENDIX-5 having total 100 marks.

10.3.2 The License will be awarded through an evaluation process. The Commission will form an NICSP License Evaluation Committee to evaluate the applications/offers/proposals of the eligible applicant(s) for NICSP license. The committee will evaluate the applications/offers on

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the basis of the documents/information submitted by the applicant(s). After evaluation of the applications submitted, the Commission will select the applicant subject to approval of the Government.

10.3.3 The Commission reserves the right and authority either to accept or to reject any application at any time without assigning any reason whatsoever.

10.4 Requirements for Applications:

The applicant shall submit Application to the Commission in the prescribed form duly filled in, signed and sealed, together with all necessary documents and information. The papers /documents to be submitted by the applicant are appended herewith below as appendix 2,3 and 4. Lack of any specific documents as mentioned in the appendix 2,3 and 4 shall not make the application invalid in the event the Commission exempts any applicant from any listed document if and where reasonable prior to or upon submission of the application. Where application for license is made under a Scheme of Arrangement, the Demerged Entity and the proposed Resulting Entity shall submit such documents as are applicable to them in the Appendix 2 and 3 with necessary modification. The Commission shall grant exemptions where submission of certain documents may be impracticable for the Applicant.

11. RENEWAL OF LICENSE

11.1 Upon expiry of the initial term, the license may be renewed for subsequent terms, each of 10 (Ten) years in duration, subject to the approval from the Government, payment of necessary fees and charges, fulfilment of all conditions and requirements set forth in these Guidelines, and to such terms and conditions, as may be specified herein and/or by the Commission at the time of each renewal.

11.2 The licensee(s) shall apply before 180 (One hundred and eighty) days of the expiration of duration of its license for renewal or else the license shall stand cancelled after the expiry date of the license as per law. If the licensee continues its business thereafter without valid license, penal action shall be followed.

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12 MIGRATION OF EXISTING LICENSEES

12.1 Migration of Existing Licensees Holding Multiple Layer Licenses, Where an existing licensee applies for migration to a National Infrastructure and Connectivity Service Provider (NICSP) License, and such licensee, or any entity having similar or common shareholding therein, concurrently holds an existing license in the Mobile Operator/IPTSP/PSTN/IGW/IIG/SMC/ITC or Access Network Service Provider (ANSP) or International Connectivity Service Provider (ICSP) layer or similar service providers, The licensee shall surrender such other license(s) at the time of application for migration to the NICSP License.

12.2 Where an entity holds more than one license within the National Infrastructure and Connectivity Service Provider (NICSP) layer (including but not limited to Nationwide Telecommunication Transmission Network and Tower Sharing Licenses), such licenses may be migrated and consolidated into a single NICSP License.

12.3 Upon such migration, the rights and obligations of the existing licenses shall be subsumed under the newly issued NICSP License, and the legacy licenses shall cease to have effect.

12.4 The NTTN and Tower sharing licenses awarded prior to this guideline, may be migrated to NICSP license as per "Telecommunications Network and Licensing Policy 2025". In the case of migration, the migrated licensee shall adhere to the license duration as per the NICSP license.

13 FEES, CHARGES & REVENUE SHARING

Fees and Charges

13.1 Applicants/Licensees will be required to pay various fees, contributions and charges to the Commission. The following table summarizes the fee structure. The fees are excluding of VAT, Taxes etc

1.	Application Fee/ Processing Fee	BDT 5 (Five) Lakh
2.	License Acquisition Fee	BDT 10 (Ten) Crore
3.	Annual License Fee	BDT 3 (Three) Crore from the license awarding year
4.	Gross Revenue Sharing	(a)For Migrated Licensee 3% from start of the operation. (b) For the licensee by Scheme of arrangement 3% from start of the operation. (c) For Fresh New Licensee 3% from the 3rd year of operation
5.	Social Obligation Fund	(a) For Migrated Licensee &

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	Subscription	licensee by Scheme of arrangement 1% from start of the operation (b) For Fresh New Licensee 1% from the 3rd year of operation
5.	Bank Guarantee	BDT 10 (Ten) crore
6.	Offer Security Money	BDT 3 (Three) crore

13.2 In the case of migrated licensees, the licensing fees and charges as per the NICSP guidelines shall be applicable. However, licensees who have paid fees and charges under Nationwide Telecommunication Transmission Network (NTTN) & Tower Sharing License shall be required to pay the adjusted amount as per the Commission's directives.

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

13.4 **Application fee:** The applicant shall submit the application fee of Taka 5 (Five) Lac only in the form of pay order / bank draft and payable in favour of Bangladesh Telecommunication Regulatory Commission with the offers/proposals which is non refundable.

13.5 **The License Acquisition Fee:** The License Acquisition Fee will be Taka 10 (ten) Crore. The license will be issued after payment of the License Acquisition fee within 30 (thirty) days after notification of award of license. Failing to pay the License Acquisition fee in due time will result into cancellation of the awarding of NICSP license and the security deposit of the relevant applicant will be forfeited.

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

13.7 Annual License Fee:

13.7.1 A sum of Taka 3 (three) Crore payable by the Licensee as annual license fee for the first licensing year along with the License Acquisition fee to receive the license.

13.7.1 In case of license renewal, a sum of Taka 3 (three) Crore payable by the Licensee in advance from the first anniversary of the date of the License;

13.7.1 The Commission may issue separate order/circular/Direction/decision/ directives/instructions/guidelines or alike instruments under any other name whatsoever regarding license renewal procedure and fees.

13.8 **Gross Revenue Sharing:** 3% Revenue shall be shared by the licensee as per mentioned in the

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above table. The revenue shall share 3% of its annual audited gross revenue of with the Commission and it shall be paid on a quarterly basis within the first l0 days at the end of each quarter. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 days of the financial year-end of the Licensee(s). In the event of any overpayment by the Licensee(s), the Licensee(s) may set off any excess amount against quarterly payments in the next year. The percentage of revenue to be shared may be changed from time to time by the Commission and the licensee(s) shall abide by it.

13.8.1 **Annual Audited Gross Revenue :** Annual Audited Gross Revenue of a period, for the purpose of revenue-share calculation under the NICSP License, shall mean the total income earned by the Licensee from all activities and services carried out in the ordinary course of its licensed operations, as reflected in the audited financial statements, excluding the following:

a) Charges (revenue shares) payable to other licensed operators including, but not limited to other NICSP Licensees for infrastructure sharing or related services;

b) Value Added Tax (VAT) and other applicable government duties and levies.

13.9 **Social Obligation Fund:** The Licensee shall share the Social Obligation Fund (SOF) in accordance with the prevailing regulations issued by the Commission. The amount shall be based on 1% of the Licensee's annual gross revenue. The Licensee shall make the SOF payment to Commission on a quarterly basis within the first l0 days at the end of each quarter.

13.10 The annual license fee and the amount of revenue to be shared have to be paid within due date. The amount due may be paid till 60 (sixty) days after the due date, in which event, the licensee shall make the payment with late fee at the rate of 15% per annum as compensation to the Commission. On exhaustion of the 60 (sixty) days as mentioned above, if the failure continues, the license may be cancelled. However, the principal amount shall have to be calculated and paid along with late fee till the date of actual payment or the date of cancellation of the license, whichever is earlier.

13.11 Offer Security Money :

13.11.1 The applicants shall submit Taka 3 Crore (BDT 3,00,00,000/-) as offer security money in the form of bank draft or any pay order in favor of BTRC while submitting the offer/ proposal or in case of Scheme of Arrangement within such period as the Hon'ble High Court Division may prescribe at the time of approval of the Scheme. This offer money shall be refunded to the unsuccessful applicants within 30 working days of the declaration of successful offer without bearing any liability towards interest indexation inflation or deflation.

13.11 .2 The Offer security money of the successful applicant shall be adjusted with the license acquisition fee.

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13.12 Successful selected Applicant shall deposit the license application fee to the Commission in the form of bank draft or any pay order within 30 days after notification of awarding license or in case of a Scheme of Arrangement within such time as may be prescribed by the Hon'ble High Court Division at the time of approval of the Scheme. The License will be issued upon receiving the license acquisition fee. If the applicant fails to pay the license acquisition fee within the stipulated, the offeror shall lose the right of acquisition of the License and offer security money will be refunded.

13.12.1 In case of a license issued under a Scheme of Arrangement, the Demerged/Resulting Entity shall deposit the fees within such time as may be prescribed by the Hon'ble Court at the time of approval of the Scheme. The License will be issued upon receiving the license acquisition fee. If the offeror fails to pay the license acquisition fee within the stipulated, the offeror shall lose the right of acquisition of the License and offer security money will be refunded.

14 NETWORK TOPOLOGY, CONNECTIVITY AND INTEROPERABILITY

14.1 The Licensee(s) shall provide connection arrangements, facilities, and access to ANS Operators, Licensed Telecommunication Operators, and other authorized users at designated Nodal Points, towers, or other infrastructure sites, as applicable. The systems and facilities of the Licensee(s) must be fully interoperable with existing and future standard telecommunication technologies, equipment, and systems being used in Bangladesh by other operators.

14.2 The Licensee(s) shall incorporate provisions in all lease or sharing agreements to ensure that Lessees provide connection facilities or access of the required capacity to Licensed Telecommunication Operators, and other authorized users on a fair, reasonable, and non-discriminatory basis.

14.3 The Licensee(s) shall provide access to its telecom infrastructure facilities to all eligible telecom service providers and other authorized entities on a non-discriminatory basis.

14.4 The Licensee(s) shall not show undue preference to, or unfairly discriminate against, any Access Seeker, whether directly or indirectly, in relation to pricing, technical conditions, information availability, timing of access, or any other commercial or operational term. This obligation shall extend equally to all licensee(s).

14.5 The Commission reserves the right to monitor, review, and direct changes to the access terms to ensure continued compliance with non-discriminatory access principles.

14.6 All charges, service levels, and timelines for the provisioning of access shall be objective, cost-oriented, and transparent, and shall not confer any hidden or indirect advantage upon any Access Seeker or related party.

14.7 The Licensee(s) shall maintain sufficient provisions in lease or sharing agreements, expressly stating the Lessee's obligation to the Commission, ensuring that the entire system or facilities established under this license are interoperable with standard telecommunication technologies, equipment, and systems being used or to be used in Bangladesh by other operators.

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14.8 The Licensee(s) shall facilitate neutral and shared infrastructure arrangements, including tower sharing, duct sharing, dark fiber leasing, backhaul, and tower, mast etc, to promote efficient resource utilization and cost-effective deployment of telecommunication networks

14.9 The Licensee(s) shall include provisions in lease or sharing agreements so that they can provide transmission capacity, tower sharing facilities, or other infrastructure access to Licensed Telecommunication Operators and other authorized users without any discrimination.

14.9.1 Comply with all technical standards set or approved by the Commission, ensuring interoperability with existing and future telecommunication technologies and equipment for the seamless provision of services under these guidelines; and

14.9.2 Comply with all other access, interconnection, and infrastructure-sharing obligations as stipulated in these guidelines or as may be issued by the Commission from time to time.

14.10 Licensees shall submit GIS route maps and capacity plans; BTRC may publish a national availability map for open-access infrastructure.

14.11 **Transmission and Infrastructure Deployment by ANSP:**

(i) Where ANSP/ICSP requires to build transmission network or Tower infrastructure, they will place request to all NICSPs in written.

(ii) NICSPs shall reply the feasibility in writing within 30 days of receiving such requirements. If feasible and upon receiving the work order from ANSP, NICSPs will deploy the Transmission or tower Infrastructure within 90 days. In case of delay in permission, both ANSP/ICSP and NICSP will jointly pursue concerned authority. If permission is declined by authority on desired route/site, then alternate routes/site will be explored.

(iii) In case of refusal, NICSPs shall issue NOC in favor of ANSP/ICSP as per subclause (ii).

(iv) After getting NOC from all NICSPs, ANSP/ICSPs shall seek permission from BTRC for deployment and complete the deployment within 90 days. ANSP/ICSP must notify the completion of such deployment to BTRC.

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15 OPERATIONAL/ TECHNICAL OBLIGATIONS, AND STANDARDS AND PUBLIC WORKS:

15.1 The Licensee(s) is authorized to develop, build, acquire, rent, lease, operate, and maintain nationwide transmission network and tower infrastructure facilities, including but not limited to optical fiber networks, cable, towers, ducts, tower, mast, pole and other associated systems, for providing services to ANSP, ICSP Operators, Licensed Telecommunication Operators, and other authorized users. Deployment of wireless, laser, or other emerging technologies shall require prior approval of the Commission.

15.2 The Licensee(s) shall comply with rollout obligations as prescribed by the Commission, which may include extending the transmission network and/or tower infrastructure up to designated administrative levels (e.g., Upazila Headquarters) or other locations as directed. The Licensee(s) shall establish sufficient nodal points and facilities to enable fair access for authorized users.

15.3 The Licensee(s) shall not provide telecommunication services directly to end users. Licensed Telecommunication Operators and other authorized entities may utilize the Licensee's resources to deliver services to end users in accordance with applicable regulations.

15.4 The Applicant(s) shall indicate its proposed technology, network topology, and designed system capacity in its rollout plan. The Licensee(s) shall only connect and deploy equipment or systems that comply with the standard telecommunication technologies and equipment approved by the Commission.

15.5 Prior to any installation, construction, or maintenance work, the Licensee(s) shall obtain all necessary permissions from the relevant authorities or Government departments for works on public property, and from the relevant owner or occupier for works on private property.

15.6 The Licensee(s) shall carry out all installation and maintenance work diligently, ensuring public safety and compliance with all applicable laws, regulations, and directives of the Commission.

15.7 If third-party property is affected by installation and/or maintenance work, the Licensee(s) shall obtain prior consent from the concerned third party before interfering with telecommunication lines, gas or water pipes, drains, sewers, ducts, cables, or other infrastructure.

15.8 The Licensee(s) shall be solely liable for any losses, damages, claims, costs, or expenses arising from or in connection with its installation, operation, and maintenance activities in both public and private areas.

15.9 The Licensee(s) shall take effective measures to arrange and provide towers, poles, masts, and related infrastructure required for providing telecommunication services to Licensed Telecommunication Operators and other authorized entities in accordance with their radio network planning.

15.10 Power Backup in Disaster-Prone Areas:CMSP and NICSPs (tower operating licensees) shall maintain redundant/back up power solutions or diesel generators at tower sites in disaster-

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prone zones to ensure network resilience and meet the QoS regulations or any order directives issued by the Commission.

15.11 Unless expressly permitted by the Commission, Licensee(s) shall not build or operate optical/wired backbone networks or other transmission systems beyond the scope of their licensed activities.

15.12 The Licensee(s) shall adopt effective measures to address environmental and health concerns, including compliance with electromagnetic radiation standards, site safety norms, and all other regulatory instructions issued by the Commission from time to time.

15.13 For any transmission resource sharing by ANSP both active and passive shall be shared through licensed NICSP operator.

15.14 The Commission may issue directives/instructions/guidelines/circulars/order to set utilization targets (e.g., average tenancy per tower, Fiber core capacity) and require quarterly reporting on occupancy, fibre usage, and tower counts.

16 ROLL OUT OBLIGATION:

16.1 Roll out obligation is applicable to the NICSP Licensee(s) who shall obtain license under these guidelines. Rollout obligation period shall be counted from 180 days after the issuance of license. The other conditions of the guidelines shall remain same.

16.2 The obligation may be fulfilled either through the development of proprietary infrastructure or through purchase, leasing or rental agreements with other licensed entities.

16.3 The NICSP licensee shall fulfilled their roll out obligation either in Transmission network or Tower Infrastructure;

16.4 The Commission may issue separate directives/instructions/decisions/order/circular/guideline on roll out obligations. NICSP shall fulfill the directives/ instructions/ decisions/ order/ circular/ guideline on roll out obligations.

16.5 The Roll out Obligation for Transmission Network is appended below:

16.5.1 The licensee (s), within 1st year of the license, shall have to provide transmission network facility/connectivity in 100% Divisional headquarters.

16.5.2 The licensee (s), within 2nd year of the license, shall have to provide transmission network facility/connectivity in 45% district headquarters.

16.5.3 The licensee (s), within 3rd year of the license, shall have to provide transmission network facility/connectivity in 90% district headquarters.

16.5.4 The licensee (s), within 4th year of the license, shall have to provide transmission network facility/connectivity in 70% Upazilas.

16.5.5 The licensee (s), within 5th year of the license, shall have to provide transmission network facility/connectivity in 50% unions.

16.6 The licensee shall establish at least one and maximum three nos. PoP/LDP per ward/ union in the respective area.

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16.7 The Roll out Obligation for Tower Infrastructures is appended below:

16.7.1 The licensee (s), within 1st year of the license, shall have to build/purchased at least 200 Tower Infrastructure and provide support to the licensed telecommunication operators.

16.7.2 The licensee (s), within 2nd year of the license, shall have to build/purchased at least 600 Tower Infrastructure and provide support to the licensed telecommunication operators.

16.7.3 The licensee (s), within 3rd year of the license, shall have to build/purchased at least 1000 Tower Infrastructure and provide support to the licensed telecommunication operators.

16.7.4 The licensee (s), within 4th year of the license, shall have to build/purchased at least 1500 Tower Infrastructure and provide support to the licensed telecommunication operators.

16.7.5 The licensee (s), within 5th year of the license, shall have to build/purchased at least 2500 Tower Infrastructure and provide support to the licensed telecommunication operators.

16.8 Any rollout obligations already completed and duly certified by migrated licensees under previous license arrangements shall be deemed fully discharged. Such obligations shall not be repeated or re-imposed under the renewed licensing duration.

16.9 The NICSP license holder is entitled to purchase/ necessary number of towers/optical fiber from the existing ANSP operators who own towers and optical fiber in those administrative areas. The existing Licensed Telecom Operators, other than NICSP, who are already using them exclusively or has owned, shared, leased and rented Transmission and Infrastructure shall sell /roll back these to the NICSP Licensee. In this regard, NICSP and ANSP can jointly exercise infrastructure consolidation where applicable to avoid duplication.

16.10 To prevent duplication of Transmission or infrastructure in remote areas, BTRC may identify the specific regions that require coverage and request Access Network Service (ANSP) licensees to enter into commercial arrangements with NICSP for providing service in these locations.

16.11 **Incentive for Service Expansion in Remote and Underserved Areas:** The Commission may, at its discretion, introduce an incentive mechanism for licensees that establish, expand, or maintain fixed telecommunication services in remote, rural, or otherwise underserved areas, with the objective of promoting equitable access and supporting the Government's policy goals for universal connectivity. Such incentives, where applicable, shall be determined and administered by the Commission in accordance with the terms, conditions, and procedures prescribed from time to time.

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17 OBLIGATION FOR OTHER OPERATORS

17.1 The Existing Licensed Telecom Operators, other than NTTN and Tower Sharing Licensee, who has already owned, shared, leased and rented Transmission network and Tower Infrastructure shall sell /roll back these transmission network and tower infrastructure to the NICSP Licensee before 30 Jun 2027 as per Telecommunication Network and Licensing Policy 2025.

17.2 Subject to the provisions of the guidelines, existing telecom operators other than the NICSP Licensee shall not be permitted to build/ rebuild/ operate/maintain/share/ lease/ rent their Transmission network and towers infrastructure with other operators.

17.3 The Commission may issue separate directives/instructions/decisions/order/circular/guideline in these regards.

17.4 On failure of the NICSP Licensee to make the facility available as mentioned above, the concerned ANSP may, upon prior approval from the Commission, build, maintain and operate transmission network and infrastructure towers exclusively for their own use.

18 QUALITY OF SERVICE (QOS)

18.1 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.

18.2 The Commission may vary, change, amend, modify or revise the QoS standards from time to time and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission. The Licensee shall submit to the Commission monthly reports on its compliance with each of the QoS standards within the first five working days of each Gregorian calendar month, in such form as may be stipulated by the Commission.

18.3 If the Licensee fails to meet the QoS standards, the Commission may take necessary legal actions and so may impose the penalties set out by the Commission from time to time.

18.4 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.

18.5 The Licensee shall install the equipment for monitoring its QoS as directed by the Commission from time to time.

18.6 Licensee shall have the obligation to ensure the quality of services Regulations/Directives/ Instructions/Orders/Guidelines issued by the Commission from time to time. All such Regulations/Directives/ Instructions/Orders/Guidelines shall be considered as integral part of these Guidelines.

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18.7 The Licensee may be exempted from its QoS obligation in case of force majeure such as natural or man-made disasters, and any other factors which are beyond the scope of the Licensees provided that it promptly notifies the Commission and other applicable Licensees of the facts and circumstances. It shall take immediate measures to restore compliance with the QoS standards.

19 ADDITIONAL LICENSES, PERMITS, AUTHORIZATIONS ETC.

Licensee shall responsible to obtain all necessary licenses, permits, authorization, permissions etc. to perform its licensing obligation The Commission may render assistance to obtain the foregoing from Bangladeshi Authorities only.

20 INTERRUPTIONS TO THE SERVICES.

The Licensee shall not interrupt or suspend the operations in the normal course of business. In case of maintenance or unavoidable circumstances for temporary interruption, the licensee shall inform the Commission and the relevant stakeholders with advance notice regarding such interruption or suspension of the services.

21 TARIFF AND PRICING

21.1 The Licensee(s) shall, before providing any NICSP Services in the form of sharing/leasing /rent out, submit for the prior approval to the Commission in writing:

(i) Tariff chart/schedule containing the maximum charges that it proposes to charge for the NICSP services, and its justification for the charges.

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

(iii) Customer's application forms for NICSP services.

(iv) The Licensee(s) shall not start providing any services before obtaining the approval of the Commission for its tariff and shall comply with conditions as may be imposed by the Commission.

(v) The Licensee(s) shall obtain the written approval of the Commission before making any changes to the approved tariff charges.

21.2 For subsequent sharing/leasing of Tower Infrastructure/Fiber Optic transmission, the Clause 20.1 is also applicable to the Licensed Telecommunication Operators and other authorized users.

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21.3 NICSPs shall publish a Reference Infrastructure Offer (RIO) with cost-based, non-discriminatory pricing for towers, ducts, dark fiber.

22 SPECTRUM ASSIGNMENT

22.1 Subject to the prior written approval of the Commission and subsequent assignment of spectrum from the designated microwave frequency bands, a National Internet Connectivity Service Provider (NICSP) licensee may deploy wireless technologies and/or radio links solely for the purpose of providing high-capacity backhaul connectivity solutions.

22.2 The Commission may authorize the use of radio links only for specific segments of the transmission or backbone network where the deployment of optical fiber is demonstrated to be technically unfeasible, subject to technical verification and approval by the Commission.

22.3 Notwithstanding the foregoing, the use of radio links for connectivity between Base Transceiver Stations (BTS-to-BTS) or between any BTS and the transmission network shall under no circumstances be permitted to any NICSP.

23 BANK GUARANTEE (BG) AMOUNT

23.1 For ensuring the roll out obligation mentioned in Clause-15, the Commission shall call on the Guarantee for the amount indicated below for reduction in favour of the Commission:

Year	% Reduction in BG Amount	Amount to be Reduced
1st	10%	Taka 1.00 Crore [BDT 10.0 Million]
2nd	10%	Taka 1.00 Crore [BDT 10.0 Million]
3rd	10%	Taka 1.00 Crore [BDT 10.0 Million]
4th	10%	Taka1 .00 Crore [BDT 10.0 Million]
5th	10%	Taka 1.00 Crore [BDT 10.0 Million]

23.2 The licensee shall, within thirty (30) days from the date of issuance of the license, submit unconditional Bank Guarantees (BG) in favour of "Bangladesh Telecommunication Regulatory Commission (BTRC)" for the total amount specified in these Guidelines, according to the prescribed format appended in Appendix-6 of these Guidelines, issued by a scheduled Bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. of 1972)]. The total Bank Guarantee amount shall be furnished in 6 (six) separate instruments, 05 (five) Bank Guarantees, each amounting to 10% (ten percent) of the total amount, and 01 (one) Bank Guarantee amounting to the remaining fifty percent (50%) of the total amount.

23.3 Provisions for the first 05 (five) Bank Guarantees, each amounting to 10% (ten percent) of the

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total amount, shall be as follows:

23.3.1 Each of these Bank Guarantee shall be directly linked to/associated with the rollout target prescribed for each individual year, as specified in these Guidelines, and will serve as the performance security for the respective year's rollout target.

23.3.2 These Bank Guarantees shall remain valid until the Commission confirms satisfactory fulfilment of the rollout target of each year.

23.3.3 Upon satisfactory achievement and verification of the rollout target for a particular year within the stipulated timeframe, and subject to full compliance with all applicable requirements to the satisfaction of the Commission, the corresponding Bank Guarantee shall be released in favour of the licensee. However, any such release of the Guarantee shall not have any effect unless the licensee has submitted a formal request for release and the Commission has confirmed in writing the release.

23.3.4 In the event that the licensee fails to meet the prescribed rollout target for any given year, the Commission shall invoke and encash the Bank Guarantee associated with that year, consistent with the rate of reduction indicated in rollout obligation. In case of such encashment, the licensee shall re-submit the encashed Bank Guarantee within 30 (thirty) days of such encashment.

23.3.5 The Commission may, at its discretion, retain the relevant Bank Guarantee pending verification of rollout performance or resolution of any dispute relating to compliance with rollout obligations.

23.3.6 Migrating NICSP licensees who have already fulfilled all the required rollout targets/obligations stated above, may be exempted from submitting these Bank Guarantees associated with the performance of rollout target.

23.4 Provisions for the sixth/last Bank Guarantee, which amounts to the remaining 50% (fifty percent) of the total amount, shall be as follows:

23.4.1 This Bank Guarantee shall be kept and will serve as security deposit for all kinds of outstanding and relevant dues payable under the provisions of the license.

23.4.2 This Bank Guarantee shall remain in force for the total tenure of the respective license. For this purpose, this Bank Guarantee shall be submitted initially for 05 (five) years from the date thereof. On the very next date of completion of the initial term, the licensee shall submit Bank Guarantee for the subsequent 05 (five) years or extend the tenure of the initial Bank Guarantee for renewed term of license.

23.4.3 In case of failure to make any payment within the stipulated time, the equivalent amount of annual fee will be encashed from the Guarantee for each year or fraction thereof. The Commission may encash the Guarantee to any extent to realize the outstanding dues/fines as well. When the full Guarantee will be encashed by the Commission for non-payment of outstanding dues, the Commission will take necessary action to cancel the license.

23.4.4 In case of failure to make any payment within the stipulated time, the equivalent amount shall be encashed by the Commission from this Bank Guarantee. The

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Commission may encash the Bank Guarantee to any extent to realize the outstanding dues/fines as well. When this Bank Guarantee will be encashed fully by the Commission for non-payment of outstanding dues, the Commission will take necessary action to cancel the license, if the licensee does not resubmit this Bank Guarantee in full.

23.5 Licensee shall submit either a new bank guarantee of the same amount or extend the validity of the existing bank guarantee to the commission at least 30 days before the expiration of the bank guarantee.

24 LAWFUL INTERCEPTION, MONITORING AND COMPLIANCE

24.1 The Licensee shall establish and maintain connectivity with both online and offline Lawful Interception (LI) systems of the designated LI authorities. The Licensee shall implement all necessary technical and procedural capabilities to ensure full compliance with the LI requirements prescribed by the designated LI authority.

24.2 The Licensee shall provide both online and offline monitoring capability to the Commission as per Commission's requirement.

25 INFORMATION, CONFIDENTIALITY AND DATA PRIVACY

25.1 Confidentiality of Information

25.1.1 The NICSP Licensee shall maintain strict confidentiality of all information, including but not limited to identity, usage records, traffic data except as required by law.

25.1.2 Information shall not be disclosed to any third party without the prior written consent of the subscriber, unless disclosure is mandated by law enforcement agencies, the Commission, or any competent court of law.

25.2 Data Privacy

25.2.1 The NICSP Licensee shall adopt appropriate technical and organizational measures to safeguard the privacy and integrity of subscriber data against unauthorized access, alteration, disclosure, or destruction.

25.2.2 The Licensee shall comply with the data protection standards, cybersecurity directives, and other regulatory requirements as issued by the Commission or any other competent authority.

25.2.3 Subscriber data shall be retained only for the period prescribed by law or regulation, and shall be securely disposed of thereafter.

25.3 Prohibition on Misuse of Data

25.3.1 The NICSP Licensee shall not use information for any purpose other than service provisioning, billing, and network management, except with the prior explicit consent of the subscriber.

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25.3.2 The Licensee shall be held fully responsible for any unauthorized use, commercial exploitation, or sharing of subscriber data by itself, its employees, or its agents.

25.4 Reporting and Compliance

25.4.1 The NICSP Licensee shall submit periodic reports to the Commission on subscriber registration, data protection measures, and incidents of data breaches in the manner and timeline prescribed by the Commission.

25.4.2 Any data breach, unauthorized disclosure, or compromise of subscriber information shall be reported to the Commission within twenty-four (24) hours of discovery, along with remedial measures taken.

25.4.3 Licensees shall submit detailed fiber route plans and digital network maps, backbone transmission layouts and tower layout (NICSPs), to assist BTRC in capacity forecasting and equitable access planning.

26 ACCOUNTS AND AUDITING

26.1 The Licensee(s) shall maintain separate accounting for the Lease asset and other records, in accordance with acceptable accounting practices. The Commission reserves the right to issue accounting guidelines to the Licensee(s) from time to time.

26.2 The Licensee(s) shall comply with all directions issued by the Commission with regard to accounting separation and the proper allocation of costs.

26.3 The Licensee(s) shall submit certified copies of its financial records with respect to the Lease assets and yearly audited financial statement of the company that will contain its balancesheet, profit and loss account, cash flow statements. The Commission shall have the access to originals of such records and accounts.

26.4 The Licensee(s) 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(s) as and when deemed necessary by the Commission.

26.5 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(s) shall inform the Commission of the details of the accounts in operation. The Licensee(s) shall have to submit monthly statement of all the accounts to the Commission within 10th day of the following Gregorian calendar month.

26.6 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the licensees' business related to the lease Assets for the purpose of enabling Commission to perform its functions under the Act and provisions in the license.

26.7 Financial & Technical Audit: The Commission may audit the procedure systems and documents to be satisfied about the compliance of the conditions of the license and the

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directions/instructions/orders/circulars issued by the Commission, and to examine the propriety of the reporting system of the Licensee, and to give directions on these matters.

27 COMMUNICATION, INSPECTION AND REPORTING OBLIGATIONS

27.1 The Licensee(s) shall furnish necessary information and other related matters as may be sought by the Commission from time to time.

27.2 The Commission or any person authorized by the Commission shall have unfettered right and authority to take the copies of records, documents and other information relating to the Licensees‟ business, for the purpose of enabling the Commission to perform its functions under the Act and provisions of these Licensing Guidelines.

27.3 The Commission or its authorized representatives shall have free access to the installations and equipment of the licensee and shall have each and every right and authority to inspect such installations at any time and the Licensee shall always provide all sorts of cooperation and assistance including but not limited to use of suitable office accommodation for the purpose of inspection, tests and monitoring.

27.4 Licensee(s) shall furnish to the Commission on quarterly basis the information on the type and capacity of its installations, the number and detail of the clients, pending demand, quality of service (QoS) reports. In addition, the Licensee shall also be required to furnish any information on systems and services any time if asked by the Commission.

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

28 SUSPENSION, CANCELLATION, REVOCATION AND FINES

28.1 The Commission with prior approval of the Government may, in any of the events specified in Section 46 and 63 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.

28.2 The Commission may also pass and order of injunction under Section 64 of the Act for preventing the violation of any provision/condition of the Act, or the license or permit or a direction or directive pass by the Commission.

28.3 The Commission with prior approval of the Government may cancel the License and the Licensee shall be liable for action as per the Act, on any cause including but not limited to the following grounds –

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28.3.1 that any information furnished in the Application form for obtaining the License is found incorrect/false which is mala fide;

28.3.2 that the licensee has obtained the license hiding the information as mentioned in the guidelines and the Act and the reason for failure to providing the information is unacceptable;

28.3.3 that required fees and charges are not paid by the Licensee as per the terms and conditions of the NICSP License within the time period mentioned in the final notice unless the matter is pending for any judicial adjudication;

28.3.4 that the licensee has transferred any share or has introduce any partnership issued new shares without prior written permission of the Commission which is approved by the Government,

28.3.5 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,

28.3.6 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,

28.3.7 that the licensee hides any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its clients and/or the Commission as per service obligations; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities;

28.3.8 that the Licensee has violated or purports to violate any terms and/or conditions under this Guideline/ Regulations/Directives/Instructions/ Orders/ Circulars/ Decisions etc. of the Commission;

29 MANAGEMENT/OWNERSHIP/SHARE STRUCTURE, TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

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

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

29.3 **IPO requirement (if any):**

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The Licensee shall float Initial Public Offer (IPO) as per the policy/guidelines/directions/rules of the Security Exchange Commission (SEC) of Bangladesh and in accordance with other prevailing laws of Bangladesh within 5(five) years from the date of awarding the Licenses. The licensee shall not be allowed to transfer any share before issuance of IPO without prior written permission from the Commission.

29.4 **Merger & Acquisition**:

29.4.1 The Licensee(s) shall seek written approval of the Commission before making any change in its ownership or shareholding. Any change in the ownership or shareholding shall not be valid or effective without the prior written approval of the Commission.

29.4.2 The Licensee(s) shall neither transfer any share nor issue new shares without prior written permission of the Commission.

29.4.3 Any breach of the above conditions contained in this license shall result in cancellation of the license.

29.5 The Commission may issue separate directives/instructions/circular for Ownership Change, Share Transfer, License Transfer, Marger & Acquisition, equipment sells process and fees/charges.

30 ANTI-COMPETITIVE CONDUCT AND DISCRIMINATION

30.1 Anti-Competitive Conduct: The Licensee(s) 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.

30.2 Unfair Competition: The Licensee(s), 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 Licensee(s) 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(s) or competitor(s);

(ii) degrading the availability or quality of a Licensee(s) 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(s) or its competitor(s); or

(iv) providing false or misleading information to other Licensee(s) or competitor(s) or to any third party.

30.3 Discrimination: The Licensee(s) 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

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or any other person in, amongst other things, the performance, price, terms and conditions of the services provided.

31 CONNECTION AND INTEROPERABILITY

31.1 The total system established by the licensees must be interoperable with the existing standard telecommunication technologies, equipment and system(s) being used in Bangladesh by other operators.

31.2 Licensee(s) shall insert clauses in the Lease agreement so that they can provide Transmission and tower Infrastructure sharing facilities or access of required capacity to Licensed Telecommunication Operators and other authorised users without any discrimination.

31.3 The Licensee shall-

(i) comply with all technical standards set by the Commission to be interoperable with the existing and future telecommunication technologies and equipment to ensure services as mentioned in these guidelines; and

(ii) comply with all other access and connection obligations as stipulated by the Commission or as issued by the Commission from time to time.

32 SIGNIFICANT MARKET POWER (SMP) REGULATION

32.1 The Bangladesh Telecommunication Regulatory Commission (BTRC) shall have the authority to identify and regulate entities possessing Significant Market Power (SMP), in accordance with the Bangladesh Telecommunication Act, 2001, and other applicable laws.

32.2 SMP regulation shall apply where any licensee—either individually or jointly—has the ability to distort market dynamics, restrict effective competition, or abuse a dominant position. BTRC may impose proportionate, evidence-based, and non-discriminatory remedies including, but not limited to:

(i) Tariff regulation and interconnection obligations;

(ii) Infrastructure and facility sharing mandates;

(iii) Prohibition of cross-subsidization and margin squeeze;

(iv) Requirements for accounting separation and financial transparency;

(v) Access obligations on fair, reasonable, and non-discriminatory terms;

(vi) Regulation of wholesale pricing and provisioning.

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32.3 SMP regulation may be applied across all layers of the telecommunications ecosystem, including passive and active network infrastructure, transmission and access layers, retail and wholesale markets, and digital infrastructure platforms such as data centers and cloud facilities.

32.4 To ensure a competitive, transparent, and inclusive telecommunications market, all licensees must avoid conduct that constitutes abuse of SMP, denial of fair access, or anti-competitive behavior. The following obligations shall apply by license category:

(i) Must ensure open, non-discriminatory access to dark fiber, DWDM, and last-mile transmission networks.

(ii) Structural bottlenecks, unjustified delays, or exclusionary practices shall be considered violations.

(iii) Tower companies must offer co-location and leasing at cost-based, reasonable tariffs, especially in low-competition areas.

(iv) BTRC shall maintain a co-location pricing index and conduct compliance audits.

32.5 BTRC shall establish an SMP Monitoring Unit empowered to:

(i) Audit infrastructure sharing and pricing practices;

(ii) Monitor compliance with open-access obligations;

(iii) Review financial transparency and recommend structural separation where warranted;

(iv) Require periodic compliance reporting and conduct cost audits for entities identified with SMP.

32.6 SMP regulation shall not be applied in a manner that discourages investment or penalizes efficiency. Accordingly:

(i) Remedies shall be based on market evidence, economic indicators, and stakeholder consultation.

(ii) Obligations shall be proportionate to the competitive harm identified.

(iii) High-performing entities shall not be penalized solely for market success, provided they comply with competition and licensing rules.

32.7 To prevent cross-layer market dominance, BTRC shall:

(i) Require transparency in usage data, QoS, pricing, and infrastructure-sharing practices;

(ii) Prohibit undue accumulation of licenses across distinct functional layers without operational or structural separation;

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(iii) Mandate accounting separation, firewall mechanisms, and public disclosure by multi-layer licensees;

(iv) Conduct periodic structural reviews of the market to prevent vertical dominance;

(v) Invest in regulatory capacity-building and technical training.

32.8 A comprehensive SMP Regulatory Guideline shall be issued to define criteria, market share thresholds, assessment procedures, remedial measures, exemptions, and appeal mechanisms. The guideline shall promote fairness, protect investment, uphold technological neutrality, and sustain long-term competitiveness in Bangladesh's digital economy.

33 CYBER AND INFRASTRUCTURE SECURITY & ENVIRONMENTAL ISSUES

33.1 Cyber and Infrastructure security:

33.1.1 The Licensee shall comply with all cybersecurity standards, guidelines, and directions issued by the Commission, including timelines for implementation.

33.1.2 The Commission may designate certain parts of the telecommunications network as Critical Telecom Infrastructure (CTI). The Licensee shall permit inspection of hardware, software, data, and operational practices regarding any CTI parts by authorized personnel of the Commission.

33.1.3 These infrastructures must undergo regular security audits, including penetration testing and vulnerability assessments, to ensure ongoing resilience and cyber readiness.

33.1.4 The Licensee shall adopt appropriate technical & organizational measures (risk assessment, vulnerability assessment, penetration testing, regular audit, patch management, secure configurations) to protect telecom networks, equipment, and services from cyber threats and misuse.

33.1.5 All licensees operating critical service platforms must comply with the Bangladesh Telecommunication Regulation Act 2001 or any other directives/guidelines issued by the Commission, Cyber Safety Ordinance, as well as relevant international best practices for cybersecurity deployment.

33.2 Environmental issues:

33.2.1 All licensed telecommunications operators shall adhere to internationally recognized best practices for environmental sustainability. In accordance with national priorities and global standards, all licensees are required to:

33.2.2 Adopt Environmentally Friendly Technologies – prioritize the deployment and operation of energy-efficient, low-emission, and recyclable equipment and infrastructure, discourage energy-intensive refurbished device usage and import;

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33.2.3 Promote Renewable Energy Solutions – integrate renewable energy sources, such as solar, wind, or hybrid systems, into telecom tower operations and data centers, wherever technically and economically feasible;

33.2.4 Implement E-Waste Management Practices – establish and maintain effective systems for the collection, disposal, recycling, and management of electronic and electrical waste in full compliance with applicable national e-waste regulations; and

33.2.5 Reduce Carbon Footprint – regularly monitor, document, and undertake concrete measures to reduce greenhouse gas emissions arising from both network operations and associated corporate activities.

33.2.6 The Government shall promote and, where appropriate, incentivize environmentally sustainable practices in the deployment, operation, and delivery of telecommunications networks and services. These initiatives aim to align the sector's environmental performance with national climate strategies and international commitments, including the Sustainable Development Goals (SDGs) and the Paris Agreement. The policy framework will actively support the transition toward a low-carbon, resource-efficient, and climate-resilient telecommunications infrastructure and service ecosystem in Bangladesh.

33.2.7 Licensee shall follow the relevant directives/guideline/instructions/order/circular etc. regarding E-Waste management issued by the Commission and/or any other competent authority.

34 NATIONAL EMERGENCIES AND FORCE MAJEURE

34.1 Licensee(s) shall facilitate and cooperate with telecom operators, all relevant government bodies, departments and official agencies for the continuity of services through the Transmission network and Tower Infrastructure in the event of National emergencies or where issues of National security arise.

34.2 In the event of any war or war situation, internal National disorder (including strikes), urgent state affairs or situations demanding National security, the Government may use equipment and the systems used by the Licensee(s) for telecommunication purpose.

35 DISPUTE RESOLUTION

In the event of any differences or disputes with other telecommunication operators and failure to resolve the differences or disputes among themselves, the Licensee(s) may refer the matter to the Commission for resolution of the same. The Commission may decide as it consider appropriate to resolve the dispute and the same shall be binding on the concerned parties.

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36 FAIR BUSINESS AND FINANCIAL PRACTICES

36.1 Transparency in Tariffs and Charges

36.1.1 The NICSP Licensee shall ensure that all tariffs, fees, and charges for services are transparent, clearly communicated to subscribers, and approved by the Commission wherever applicable.

36.1.2 No hidden charges, misleading advertisements, or deceptive pricing practices shall be permitted.

36.2 Fair Billing Practices

36.2.1 The Licensee shall maintain accurate billing systems and ensure that subscribers are billed correctly for the services consumed.

36.2.2 Subscribers shall be provided with itemized bills, usage details, and clear explanations of charges, upon request, without undue delay or unreasonable cost.

36.2.3 Any billing dispute raised by a subscriber shall be resolved promptly and fairly in accordance with the Commission's directives.

36.3 Financial Integrity and Record Keeping

36.3.1 The NICSP Licensee shall maintain proper financial accounts, records, and audit trails in accordance with applicable laws, accounting standards, and directives of the Commission.

36.3.2 The Licensee shall submit audited financial statements and reports to the Commission within the timeline prescribed.

36.3.3 The Licensee shall not engage in fraudulent, misleading, or unethical financial practices.

36.4 Fair Treatment of Subscribers and Business Partners

36.4.1 The NICSP Licensee shall treat all subscribers, service providers, vendors, and partners in a fair, equitable, and non-discriminatory manner.

36.4.2 Contracts, service agreements, and partnerships shall be based on transparent terms, free from coercion, exploitation, or undue advantage.

36.5 Prohibition on Unfair Enrichment

The NICSP Licensee shall not derive financial gain through unlawful, unauthorized, or unethical means, including but not limited to overcharging, unauthorized use of subscriber data, or exploitation of market dominance.

36.6 Refunds and Compensation

Where a subscriber has been overcharged or suffered loss due to service disruption attributable to the Licensee, the Licensee shall refund or compensate the subscriber in accordance with the directives of the Commission.

36.7 Compliance and Oversight

36.7.1 The NICSP Licensee shall cooperate fully with the Commission in financial audits, inspections, and inquiries into business practices.

36.7.2 The Licensee shall promptly report any material financial irregularities, fraud, or misconduct that may affect subscribers, partners, or the integrity of the telecommunications sector.

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37 CONSUMER PROTECTION

37.1 The NICSP Licensee shall protect the rights and interests of consumers by ensuring the delivery of safe, reliable, and quality services in accordance with the terms of its license and directives of the Commission.

37.2 The Licensee shall meet the minimum Quality of Service (QoS) standards as prescribed by the Commission and shall not deliberately degrade service quality for any class of consumers.

37.3 Consumers shall be informed of any planned service disruption or maintenance activities that may affect their services, within a reasonable timeframe.

37.4 The Licensee shall establish an accessible, transparent, and efficient system for handling consumer complaints and grievances.

37.5 Subscribers shall be provided with clear information on how to lodge complaints and track their resolution.

37.6 Unresolved complaints must be reported to the Commission in the prescribed manner

37.7 The Licensee shall ensure that consumers are provided with accurate and adequate information regarding services, coverage, service limitations, complaint procedures, and rights as subscribers.

37.8 All consumer-related communications, contracts, and notices shall be clear, comprehensible, and not misleading.

37.9 The Licensee shall take reasonable steps to make its services accessible to persons with disabilities, marginalized groups, and consumers in underserved or rural areas, in line with the directives of the Commission.

37.10 The Licensee shall take appropriate measures to protect consumers from fraudulent activities, harmful content, and misuse of services carried over its network, consistent with the directives of the Commission and applicable laws.

37.11 Where consumers suffer service failure, disconnection, or other disadvantages due to negligence of the Licensee, appropriate remedies or compensation shall be provided in line with the directives of the Commission.

37.12 The Licensee shall periodically submit consumer protection compliance reports to the Commission, including details of complaints received, resolved, and pending, along with remedial measures adopted

38 VIOLATIONS OF THE LICENSE

If the Commission determines that the licensee has violated a provision of these Guidelines or the Act, Rules or Regulations conditions of these Guidelines or any other order or instructions or directives of the Commission, the Commission may by order impose one or more sanctions provided in the Act, the Rules and Regulations issued thereunder.

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39 AMENDMENTS AND DISCLAIMER

The Commission has the right to change, amend, vary or revoke the terms in the license, which has relevance to exercising powers of the Commission provided in the Act, upon notice to the licensee(s), informing the reasons for the proposed change and the time, which shall not be less than thirty (30) days, to reply to the notice. If no reply is received within the stipulated time, the amendments shall take effect on the next day of the stipulated time. If a reply is received, the Commission shall consider the reply and notify the licensee(s) within thirty (30) days of the reply of its decision to either (a) rescind the amendments or (b) modify the amendments or proceed with the proposed amendments, in which case the amendments shall take effect on the 15th day after the date of the Commission's second notice. The licensee(s) shall comply with all new terms and conditions imposed by the Commission.

40 SHARING OF FACILITIES

40.1 All the licensed operators shall share the infrastructures in accordance with the prevailing Infrastructure Sharing Guidelines of the Commission.

40.2 Where it deems necessary, the Commission may direct the licensee to share facilities and/or infrastructure with other licensees, and the licensee shall cooperate and work with other licensees for infrastructure sharing.

41 MISCELLANEOUS

41.1 The licensee shall comply with all terms and conditions of these Guidelines, license, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 and any applicable subsidiary legislation and all directions issued by the Commission including any new enactments as may be considered expedient and necessary from time to time.

41.2 The Commission reserves exclusive right and authority to explain or interpret any provision of the Guidelines, if any confusion arises regarding the actual sense or import of any provision of the Guidelines. The explanation of the Commission shall be final and binding on the licensee.

41.3 The Commission encourages the licensees to carryout Corporate Social Responsibilities (CSR). The licensees shall inform the Commission regarding their activities along with the detailed expenditure on a quarterly basis. The Government/Commission may instruct/direct the Licensee to take part in CSR from time to time.

41.4 The licensee shall ensure that their licensed system and the licensed services do not cause any damage to, or interfere with, any Telecommunication System or Telecommunications Services of any other Operator.

41.5 The licensee shall take prior written permission for formation of any company/joint venture entity/partnership entity in Bangladesh for providing any type of telecom related services. The licensee shall also have to take prior written permission for holding share in or being a partner of the existing entity who is providing any telecom service in Bangladesh.

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41.6 The Commission and/or any other Government departments shall not be liable for any loss, damage, claim, charge, expense which may be incurred as a result of or in relation to the activities of the license, its employees, agents or authorized representatives.

41.7 All directions issued by the Commission shall remain confidential and the licensee shall not disclose the same unless with the prior approval of the Commission.

41.8 Notwithstanding anything contained elsewhere or in this license the Commission reserves the right at its discretion to make the terms and conditions of this license publicly available in any media and format whether on the Commission's or any other official Government website, in any manner it deems fit and proper.

41.9 The Licensee shall pay the necessary fees and charges, and furnish the necessary documents in a timely manner.

41.10 All correspondence from the Commission shall be in writing and shall be sent to the licensee's official place of business.

41.11 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.

41.12 The licensee shall have the obligation and necessary arrangements for blocking pornography related websites within their network with the help of their respective bandwidth provider.

41.13 No person shall obstruct to or interfere in providing fixed telecom services as delineated in these Guidelines without any legitimate ground. If any person breaches this provision, then it shall be treated as an offence and the person shall be liable to be imprisoned or to be fined or both as per the laws of Bangladesh Telecommunication Regulation Act, 2001.

4114 The licensee shall follow all relevant Rules/Regulation/Policies/Directives/ Guidelines/Instructions/Orders/Circulars/Decisions etc. as approved by the Commission from time to time. The decision of the Commission in this case shall be binding on the licensee.

41.15 The licensee shall keep the original copy of the license in the licensee's registered Head Office and attested photocopies of the same at branch office(s), if any.

41.16 The Appendices annexed herewith shall form an integral part of the license issued under these Guidelines.

41.17 Unless repugnant to the context –

(a) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;

(b) the words importing the singular or plural shall be deemed to include the plural or singular respectively;

(c) any expression in masculine gender shall denote both genders;

(d) any reference in this license to a person shall be deemed to include natural and legal persons;

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42 Appendix (License Format, Application Form. List of Documents, Affidavit Sample etc)

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APPENDIX-1

DEFINITIONS

Unless the context otherwise requires, the different terms and expressions used in these guidelines shall have the following meaning assigned to them. The headings are given for the sake of convenience only and do not carry any special meaning. Definitions and interpretations not listed here shall bear the same meaning as contained in the Act and the International Long Distance Telecommunication Services Policy-2007.

1. **"Act"** means the Bangladesh Telecommunications Act 2001.

2. "**Access Network Service Operators (ANS Operators)**" means the CMSP,FTSP Cable Service Provider and others who provide telecommunication services directly to the end users.

3. **"Application Form"** means a form prescribed for applying for the license for the operation of Transmission network and Tower Infrastructure services.

4. **"Connection"** means the visible or invisible or logical linking of telecommunication network.

5. **"Infrastructure"** means all telecommunication related equipment (Hardware and Software) including Tower associated equipment.

6. **"Lease"** means providing authority to others for using telecommunication transmission facilities for telecommunication purpose in consideration for a rental.

7. **"Lease Term"** means the period for which the Lease is valid.

8. **"Lessee"** means any person or legal entity that receives the award of the lease.

9. **"Systems or Lease Asset"** means the telecommunications system already built/ acquired and to be built by the Licensee throughout the country.

10. **"Tower"** means all types of towers including but not limited to: a monopole, tripole, lattice tower, guyed tower, self support tower, pole; mast; or other structure, which are used to support one or more *telecommunication antennae* for the purpose of radio telecommunications and which may be located at ground level or on the roof of a building and may include an equipment shelter containing electronic equipment and which is not

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staffed on a permanent basis and only requires periodic maintenance.

11. **"Active Infrastructure"** means electronic infrastructure & facility of a telecom tower which includes Base Transceiver Station (BTS) / Node B, spectrum, antenna, feeder cable, Radio Access Network (RAN), microwave radio equipment, Base Station Controller (BSC) / Radio Network Controller (RNC), etc.
12. **"Passive Infrastructure"** means non-electronic infrastructure and facility which includes sharing of physical site, building, shelter, electric power supply and battery backup, grounding / earthing, air conditioning, security arrangement, pole, duct, trench, right of way, in-house wiring, sub-loop (Wire/Cable) and local-loop (Wire/Cable) etc.
13. **"Associate Services"** means services/ facilities related to telecom tower including physical site, building, associated equipment shelters, combiners, couplers, splitters, attenuators, coaxial cables, connectors, electric power supply and battery backup, control equipment grounding / earthing, air conditioning, security arrangement, in-house wiring etc.
14. **"Commission"** means the Bangladesh Telecommunication Regulatory Commission (BTRC) established under the Bangladesh Telecommunication Regulation Act, 2001.
15. **"Government"** means the Government of the People"s Republic of Bangladesh represented by Ministry of Posts and Telecommunications.
16. **"Licensee"** means NICSP Licensee.
17. **"License"** means an authorization issued by the Commission under Section 36 of the Act, and Regulations issued by the Commission for Transmission network and Tower infrastructure.
18. **"LI"** means Lawful Interception;
19. **"PSTN"** means Public Switched Telephone Network licensed by the Commission.
20. **"Quarter"** means a period of three months of the Gregorian calendar year.
21. **"Regulation"** means regulations made or will be made in the future by the Commission under the Act.
22. **"Rules"** means all or any rules issued from time to time by the Government under the Act;

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23. "**Subscriber"** means any person or legal entity that avails the service from the Licensee/operator.

24. "**Telecommunication Service**" means telecommunications services defined under section 2(15) of Bangladesh Telecommunication Regulation Act, 2001.

25. "**Telecommunication System**" means Telecommunication**s** System defined under section 2(13) of Bangladesh Telecommunication Regulation Act, 2001.

26. **"SOF"** means Social Obligation Fund as defined in any Rules/Regulations and Guidelines issued by the Government/ the Commission from time to time;

27. "**Access Lines"** means a DSO, E-1 or multiple thereof channel provided over the Licensees' fiber optic network connecting that network to telecommunications equipment on a customer's premises**.**

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Bangladesh Telecommunication Regulatory Commission

Plot#E-5/A, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka

APPENDIX-2

License Application Form of National Infrastructure & Connectivity Service Provider (NICSP)

[ ] New [ ] Renewal [ ] Migration

Information Regarding Applicant Company/ Organization

1. Company/ Organization Name:_____

2. Registered Office Address: Village/Road:_____Post Office:_____

Police Station: _____District:_____

3. Operational Address: Village/Road:_____Post Office:_____

Police Station: _____District:_____

4. Mobile Number:_____5. Email:_____.

Information of Authorized Signatory and Contact Person

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1. Name:_____.

2. Contact Address: Village/Road:_____Post Office:_____

Police Station: _____District:_____

3. Mobile No._____4. Email:_____.

5. National ID No._____.

6. Passport No._____.

7. Nationality:_____8. Gender: _____.

Details of MD, Chairman, CEO/CTO, Managing Partner, Proprietor

A. Information of Managing Director/ Managing Partner/Proprietor of the Company:

1. Name:_____

2. Contact Address: Village/Road:_____Post Office:_____

Police Station: _____District:_____

3. Mobile No._____4. Email:_____

B. Information of CEO/CTO of the Company:

1. Name:_____

2. Contact Address: Village/Road:_____Post Office:_____

Police Station: _____District:_____

3. Mobile No._____4.Email:_____

C. Information of Chairman of the Company:

1. Name:_____

2. Contact Address: Village/Road:_____Post Office:_____

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Police Station: _____District:_____

3. Mobile No._____4. Email:_____

Documents to be enclosed

Sl.	Document	
1.	Letter of Application (in letterhead pad)	
	Name, Date and Address of incorporation according to Joint Stock Companies and Firms (RJSC) (For Partnership Firm/ Limited Company)	
	Business Address and Registered Office Address and telephone number, facsimile number, e-mail and website details.	
2.	Company Information:	
	A.	Certificate of Incorporation/registration (For Limited Company)
	B.	Memorandum and Articles of Association (For Limited Company)
	C.	Updated form XII and Schedule-X
	D.	List of Directors with details of their shareholdings including equity/ ownership (For Partnership Firm/ Limited Company)
	E.	Latest Audit report
	F.	National Identity Card (for Bangladesh National)/passport (for foreign nationals) and other antecedents of the Directors and authorized representatives of the company
	G.	CV with photograph of each shareholder/partner/proprietor
	H.	Bank Solvency Certificate of of each shareholder/partner/proprietor
	I.	Copy of latest return of each shareholder/partner/proprietor
	J.	Details of Foreign Shareholder (if any)
3.	Relevant Fees in the form of Pay Order/Bank Draft (Duly received by BTRC)	
4.	Authorized signatory approved by Board of Directors' resolution	
5.	Brief Description of Telecommunications Qualifications and Experience of the Applicant, its key management personnel, and its shareholders (For Partnership Firm/ Limited Company)	
6.	Business Plan	
7.	Detailed Technical Plan including Network Diagram	
8.	Source of fund	
9.	Bank Solvency Certificate	
10.	Bank Statements for last six months	
11.	Updated Trade License	
12.	Updated House-Rent Agreement/ Ownership deed	
13.	Description of existing business	
14.	Undertaking on Non Judicial Stamp of TK. 300/- Sworn Before the Notary Public of Bangladesh. According to Appendix-xxx of the Guidelines	
15.	TIN Certificate	
16.	Latest Income Tax Clearance Certificate	

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Sl.	Document
17.	BIN Certificate/VAT Registration (If Applicable)
18.	Information with relevant documents regarding the amount of VAT that the entity has deposited to the Government fund last year.
19.	A photocopy of the existing license. (For Renewal)
20.	Consortium Information: Where the Applicant(s) is a consortium or joint venture the following additional information is required: i. The role and contribution of each consortium member in terms of resources, experience or expertise: ii. The nature of the relationship between members including a copy and details of any joint venture agreement. memorandum of understanding or shareholder agreement; iii. The Applicant(s)'s details for the proposed management structure and corporate governance in the event it is awarded the License
21.	Network Rollout Plan
22.	Any other matter which Applicant(s) consider that the disclosure or non-disclosure of which might materially affect the Commission's decision to award the license(s).

Payment Details

1. Type of Payment: [ ] P.O. [ ] D.D. [ ] Online

2. P.O./D.D./Transaction ID No._____ Date:_____

3. Name of the Bank :_____

Declaration

1. Has any Application for License been rejected before?

□ No □ Yes (please give date of application and reasons for rejection)

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2. Has any License issued previously to the Applicant/any Share Holder/Partner been cancelled?

□ No □ Yes (please give details)

3. Has any previous Dues to the BTRC?

□ No □ Yes (please give details)

4. Do the Applicant/any Share Holder/Partner hold any other Operator Licenses from the Commission?

☐ No ☐ Yes (please give details)

5. Does any litigation filed on behalf of the any shareholders/proprietor and/or litigation filed by BTRC?

☐ No ☐ Yes (please give details)

6. I/We hereby certify that I/We have carefully read the guidelines/terms and conditions, for the license and I/We undertake to comply with the terms and conditions therein.

7. I/We hereby certify that I/We have carefully read the section 36 of Bangladesh Telecommunication Regulation Act, 2001 and I/We are not disqualified from obtaining the license.

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8. I/We understand that any information furnished in this application are found fake or false or this application form is not duly filled up, the Commission, at any time without any reason whatsoever, may reject the whole application.

9. I/We understand that if at any time any information furnished for obtaining the license is found incorrect then the license if granted on the basis of such application shall deemed to be cancelled and shall be liable for action as per Bangladesh Telecommunication Regulation Act, 2001.

Date:
Place: Signature Full Name Seal

Note:

- The licensee shall have to apply before 180 (one hundred and eighty) days of the expiration of duration of its license or else the license shall be cancelled as per law and penal action shall follow, if the licensee continues its business thereafter without valid license. The late fees/fines shall be recoverable under the Public Demand Recovery Act, 1913 (PDR Act, 1913) if the licensee fails to submit the fees and charges to the Commission in due time.

- Application without the submission of complete documents and information will not be accepted.
- Fees and charges are not refundable.
- The Commission is entitled to change this from time to time if necessary.
- Updated documents shall be submitted during application.
- Submitted documents shall be duly sealed and signed by the applicant.

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APPENDIX-3

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION LETTER OF TRANSMITTAL For NICSP License

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				
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.	(a) List of Directors with details of their shareholdings, and relation to other Operators and applicants for a License (b) Clearance certificate or report issued by the Credit Information Bureau (CIB) of Bangladesh Bank, or through an authorized financial institution, for all of their owner/partner/director/shareholder. The report must be current and valid, issued no more than 3 (three) months prior to the date of application submission.			

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	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			
	G.	Trade License			
	H	Tax Identification Number (TIN) with Income Tax clearance certificate (if any)			
	I.	VAT registration certificate			
	J.	Audit Report of the company/ parent company for last 5 (five) years (If any)			
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.			
5.	Certificate of ownership interest (If any)				
6.	Resolution of the Board of Directors of the Applicant authorizing the person who submits and signs the Letter of Application.				

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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 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 1st 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.	Rollout Plan			
14.	Technical Plan and system configuration			
15.	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.			
16.	Applicant"s pending legal issues with the court (if any)			
17.	Affidavit as mentioned in Appendix-3			

Declaration:

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

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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:

_____
_____
_____

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 NICSP 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:

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APPENDIX-3

AFFIDAVIT

The undersigned, _____, of legal age, and residing
(Name of Official/Individual Applicant(s))
at _____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 The People‟s Republic of Bangladesh
OR
That he/she is the Applicant(s) for the License referred to below (the Applicant(s)), a citizen of The Peoples 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 NICSP License and in the required attachments to that application are true and correct;

b) That this certification is made for the expressed purpose of an application by _____for a NICSP License from the Bangladesh
(Name)
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 the Applicant(s) (where the Applicant(s) is an individual) or the owner of the Applicant(s) or any of its directors or partners (where the Applicant(s) is a company, corporation, partnership or society);

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(i) he is not an insane person,

(ii) he 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) he 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) he has not been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;

(v) he 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) No prosecution is going on against the applicant or its owner(s) or any of its director(s) or partner(s) for any violation of the Act or license conditions or any other illegal activities.

e) That no shareholder/director or a member of his/her family of the Applicant(s) in the capacity of an owner, shareholder, director or partner of any other company holds Operator license from Bangladesh Telecommunication Regulatory Commission.

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

_____

Director/Secretary/Partner/Duly Authorized Representative/Attorney/Individual as or
on behalf of the Applicant(s)

WITNESSES

1. _____ 2. _____

Subscribed and sworn to before me

this _____ day of _____ 20 ____ at _____.

_____

Notary Public

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APPENDIX-4

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"), 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 NICSP's 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;

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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.

Company Secretary/Authorized Personnel of the Entity

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APPENDIX-5
EVALUATION PROCESS

To ensure a fair, transparent, and merit-based selection process, all applications for the National Infrastructure & Connectivity Service Provider (NICSP) License shall be subjected to evaluation and scoring by the duly constituted Evaluation Committee in accordance with the prescribed weighted criteria. The aggregate score shall be expressed as a percentage, and only applicants obtaining a minimum qualifying score of **eighty percent (80%)** shall be deemed eligible for consideration for the award of the license.

EVALUATION CRITERIA

No.	Item Description	Marks
1.	**Experience** Description of the applying organization. Experience/ knowledge of the company or its shareholders, directors, employees, partners in the field of Transmission network, building and sharing telecom towers, . Telecommunications services, Management, Finance, Marketing, Industries, Business, etc.	10
2.	**Global footprint of Foreign Shareholders** • List of countries where operating Transmission or tower sharing business • Country wise length of Transmission network or number of towers built and own globally • Country wise number of Transmission network or towers shared with the telecom operators • Existing global client details • Tenancy pattern • Technology used globally for efficient transmission network or tower sharing • Description of tower associated business and other business • Yearly turnover for last 3 years	15
3.	**Project Management and Implementation Plan** • Implementation and management plan (detail of all aspects should be covered) • Implementation schedule (Gantt chart) • Contingency and backup plan description for timely project implementation	10

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4.	**Organogram and Management of the Entity**
	• Organization chart
	• Brief responsibility (job description) of personnel and work groups as per the organization chart
	• Provide details of key Personnel for following fields
	  • Management & Administration
	  • Technical & Operations
	  • Financial
	  • Marketing, Sales & Customer Care
		5

5.	**Technical & System Design** • Design and configuration of all elements in proposed Transmission network and Tower infrastructure provisioning services • Technical plan for improvement of tower tenancy and optimization of Transmission network service . • Plan on Transmission network and Tower infrastructure consolidation . • Implementation of green technology and solutions. • Improvement of security systems.	20

	• Technical plan on Transmission network and Tower infrastructure. • Operation Support • System and Services Availability • Quality of Service Plan	
6.	**Rollout** • Year wise plan to fulfil the rollout obligation • Plan on expedite the roll back of the length of Transmission network or tower sharing operation of the telecom operators	10
7.	**Financial** • Details of financial analysis as per technical, operations and marketing plan. This shall include total project cost and cost financing pattern, assumptions for financial analysis, together with projected five years working capital, estimated total annual gross revenue, cost of services, cost of administration and marketing, Profit and Loss calculation, IRR, PBP, DSCR calculation, etc. • Total proposed investment for the project, ratio of own financing and other sources • Supporting documentation regarding source of fund mobilization (bank comfort letter, equity source, other financial source detail)	15
8.	**Risk Management Plan** • Risk identification • Risk response strategy & plan	5

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9.	**CSR, Innovations and Capacity Building** . Description the business strategy of the organization. How the proposed strategy including innovative ideas will contribute to Bangladesh's Telecom sector and subscribers. • Description how the applicant proposes to undertake social commitments and participate in nation building. • Description how the applicant enhance the way of capacity building in multi stakeholders platform.	10
Total Marks		100

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APPENDIX-6

PRO-FORMA OF BANK GUARANTEE

[Non-Judicial Stamp]

[Date]

[Name of Bank] (Hereinafter called the Bank)

[Address]

To: The Bangladesh Telecommunication Regulatory Commission

Plot: E-5/A, Agargaon Administrative Area, Shere-e-Bangla nagar, Dhaka-1207.

Subject: Bank Guarantee No.: ----------dated:---------- for BDT ---------- (In word) only in favour of "The Bangladesh Telecommunication Regulatory Commission" as [Performance Bank Gurantee/ Bank Guarantee].

Dear Sir,

This Performance Bank Guarantee or Bank Guarantee (hereinafter called the Guarantee) is issued pursuant to the clause.....….. of the license no. …….. dated ……-……-…….. for operating and maintaining of Transmission network and *Tower infrastructure* in the country granted to NISP (hereinafter called the licensee) by the Bangladesh Telecommunication Regulatory Commission (hereinafter called the Commission/BTRC) under the Bangladesh Telecommunication Regulation Act, 2001.

[This Guarantee will serve as (bank guarantee) for (fulfillment of Licensee's coverage rollout obligations)/(the dues / administrative fine / any other payment outstanding to the Commission) under the terms and conditions of the License.]

The total Guarantee amount shall be furnished in 6 (six) separate instruments, 05 (five) Guarantees, each amounting to 10% (ten percent) of the total amount, and 01 (one) Guarantee amounting to the remaining fifty percent (50%) of the total amount.

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1. The first 05 (five) Guarantees, each amounting to 10% (ten percent) of the total amount, shall be as follows:

    a. Each of these Guarantee shall be directly linked to/associated with the rollout target prescribed for each individual year, as specified in NICSP Licensing guideline, and will serve as the performance security for the respective year's rollout target.

    b. These Guarantees shall remain valid until the Commission confirms satisfactory fulfilment of the rollout target of each year.

    c. Upon satisfactory achievement and verification of the rollout target for a particular year within the stipulated timeframe, and subject to full compliance with all applicable requirements to the satisfaction of the Commission, the corresponding Guarantee shall be released in favour of the licensee, provided that there is no dues by the licensee to the Commission. However, any such release of the Guarantee shall not have any effect unless the licensee has submitted a formal request for release and the Commission has confirmed in writing the release.

    d. In the event that the licensee fails to meet the prescribed rollout target for any given year, the Commission shall have every right and authority to encash the Guarantee associated with that year, consistent with the rate of reduction indicated in rollout obligation.

    e. The Commission may, at its discretion, retain the relevant Bank Guarantee pending verification of rollout performance or resolution of any dispute relating to compliance with rollout obligations.

2. The sixth Guarantee, which amounts to the remaining 50% (fifty percent) of the total amount, shall be as follows:

    a. This Guarantee shall be kept and will serve as security deposit for all kind of outstanding and relevant dues payable under the provisions of the license.

    b. This Guarantee shall remain in force for the total tenure of the respective license. For this purpose, this Guarantee shall be submitted initially for **05 (**five) years from the date thereof. On the very next date of completion of the initial term, the licensee shall submit Guarantee for the subsequent **05 (**five) years for renewed term of license.

    c. In case of failure to make any payment within the stipulated time, the equivalent amount of annual fee will be encashed from the Guarantee for each year or fraction thereof. The Commission may encash the Guarantee to any extent to realize the outstanding dues/fines as well. When the full Guarantee will be encashed by the Commission for non-payment of outstanding dues, the Commission may take necessary legal action, if the licensee does not resubmit this Bank Guarantee in full within 10 (ten) days.

The Bank hereby irrevocably guarantees and undertakes to pay to the Commission/BTRC, any or all sums up to the amount mentioned in these Guarantee.

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Without showing any reason, the Commission or an authorised representative of the Commission may request **[**as mentioned in **Form-2]** the Bank to encash these Guarantees in favour of Commission. Upon receiving the written request -

(a) payment shall be made by the Bank within the 2 (two) days;

(b) made by the Commission shall be substantially in the form in the **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 the time period mentioned above from the date hereof. The Bank shall not be discharged or released from its obligations under this Guarantee unless it has paid any or all sums up to the amount as stated in the License and this has been confirmed in writing by the Commission.

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

Signed by,

_____

for and on behalf of:

_____

Name of Bank

Witnessed by:

1.	2.
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Date	Date

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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 Name*] 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 and we do not have any dues to the Commission.

We wish to request that the Guarantee be reduced accordingly.

[*Name of authorized representative of Licensee*]

for and on behalf of

[*Licensee*]

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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 guarantee dated [ ] issued by you on behalf of [Name of Licensee].

BTRC is hereby inform you that [Licensee] has failed to meet its coverage rollout obligations/make payment of its outstanding dues under the License.

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

[Name of Authorized Representative of the Commission]

for and on behalf of

Bangladesh Telecommunications Regulatory Commission

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APPENDIX-xx

[Generic Form of NICSP **LICENSE]**

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

Sher-e- Bangla Nagar, Agargaon, DHAKA-1000

NATIONAL INFRASTRUCTURE & CONNECTIVITY SERVICE PROVIDER (NICSP) LICENSE ISSUED TO

.....

UNDER

THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001

ON THE

..... DAY OF 2025

DRAFT-NICSP

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB BHABAN, RAMNA, DHAKA-1000

NATIONAL INFRASTRUCTURE & CONNECTIVITY SERVICE PROVIDER (NICSP)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
National Infrastructure & Connectivity Service Provider (NICSP)

in Bangladesh whereby it is authorized
to build, maintain and operate the Transmission network and Tower infrastructure 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.

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