



**BANGLADESH TELECOMMUNICATION  
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

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**REGULATORY AND LICENSING GUIDELINES**

**FOR**

**MOBILE NUMBER PORTABILITY SERVICES**

**IN**

**BANGLADESH**

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## **BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

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### **REGULATORY AND LICENSING GUIDELINES FOR MOBILE NUMBER PORTABILITY SERVICES**

#### **1. INTRODUCTION**

- 1.1 The Government has authorized the Bangladesh Telecommunication Regulatory Commission ('Commission'/'BTRC') to issue License for telecommunication services by determining the eligibility criteria and other general terms and conditions of License under section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) ('the Act').
- 1.2 Having given due consideration to the principles of transparency, fairness, openness, non-discrimination and all other relevant principles, the Commission has decided to issue Guidelines on Licensing Procedure of Mobile Number Portability Services (MNPS).
- 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 Licensee an offence, punishable with imprisonment or a fine or both.
- 1.4 The Guidelines may be withdrawn, revised, updated or amended from time to time taking into consideration various factors including but not limited to any threat to public health, national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 Court orders.
- 1.5 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. INTERPRETATIONS AND DEFINITIONS**

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

### **3. OBJECTIVES**

- 3.1 These Guidelines is intended to provide an overview of the licensing and regulatory framework for Applicant(s) seeking to obtain License to develop, build, maintain and operate MNPS in Bangladesh. No person or business entity shall be allowed to develop, build, operate or maintain MNPS in Bangladesh without a valid License issued by the Commission.
- 3.2 These Guidelines have been prepared taking into account the objectives of the Government to launch MNPS. The introduction of MNPS shall remove the barrier for mobile subscribers to migrate to their preferred operators without changing their mobile number. Besides, other subscribers shall not have to keep track of mobile numbers of the migrators.
- 3.3 The Commission encourages the orderly development of a telecommunication system that enhances and strengthens the social and economic welfare of Bangladesh. The Commission protects the social and economic interests of the consumers, responses to their needs, and controls existing and probable oppressive or discriminatory conduct or activities of the telecommunication service providers. The Commission also maintains and promotes competition among the service providers in order to ensure high-quality telecommunication services. The introduction of MNPS would be a strong regulatory tool to achieve the above objective of the Commission.
- 3.4 Mobile Number Portability shall indirectly encourage service providers to improve their service quality in order to retain existing subscribers and to attract new subscribers. It is a global trend in both developed and developing countries. The service shall benefit the Telecommunication and Information and Communication Technology (ICT) Industry as a whole.

### **4. SCOPE OF THE LICENSE**

The Licensee shall develop, build, operate and maintain the MNP system and provide MNPS in Bangladesh under these Licensing Guidelines. The Licensee may provide MNP associated value added service(s) with the prior approval of the Commission. An Industry Code describing the business process framework for the implementation and operation of MNPS in Bangladesh shall be followed by the Licensee depicted in Schedule-4.

### **5. SCOPE OF THE EXISTING LICENSEE**

- 5.1 Existing mobile operators are obliged to connect with the MNPS for the purpose of providing MNPS. A mobile operator shall design its own systems to facilitate the number portability processes. Such design shall include the provision of an Operator Gateway to automatically connect with the MNPS.

- 5.2 Routing Numbers shall be assigned by BTRC to each mobile operator for mobile number portability traffic routing. A mobile operator shall enhance or configure their network to deliver Mobile Terminated (MT) video, voice and message traffic to the ICX with the destination number prefixed by the Routing Number of the terminating mobile operator.
- 5.3 PSTN and IGW operators shall enhance or configure their network to deliver MT voice and message traffic to the ICX with the destination number prefixed by the Routing Number of the terminating mobile operator. They will need to connect with the MNPS and receive the latest Routing Number of each ported subscriber number from the MNPS.
- 5.4 ICX Licensee shall configure their network to route MT traffic to the terminating mobile operators based on their Routing Numbers.

## **6. GENERAL CONDITIONS**

- 6.1 These guidelines are applicable to the entities applying for MNPS License in Bangladesh. They shall also be applicable to other licensees who are operating other portions of the national network, including the fixed-line, mobile, ICX and IGW, where necessary.
- 6.2 Followings are the principal legal instruments governing the telecommunication industry in Bangladesh:
  - 6.2.1 The Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001).
  - 6.2.2 The Wireless Telegraphy Act, 1933 (Act No. XVII of 1933) and the Telegraph Act, 1885 (Act No. XIII of 1885), for matters that are not covered by the Bangladesh Telecommunication Regulation Act, 2001.
  - 6.2.3 Any Rules/Regulation/Directives/Instructions/Directions/Decisions made by the Commission.
- 6.3 Applicant(s) shall be disqualified from obtaining a License if any of the following provisions applies to its owner(s) or to any of its director(s) or partner(s) or to the Applicant(s) himself-
  - 6.3.1 he is an insane person;
  - 6.3.2 he has been sentenced by a court under any law, other than this Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
  - 6.3.3 he has been sentenced by a court for committing of any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;

- 6.3.4 he has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- 6.3.5 he has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
- 6.3.6 his License has been cancelled by the Commission at any time during the last 5 (five) years;
- 6.3.7 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 any violation of the Act/Any Regulation/Rules/Guidelines/Bye-laws/Directives/Instructions/Orders/Circulars/Decisions of the Commission and/or the Government etc.

## 7. ELIGIBILITY FOR LICENSE

- 7.1 The Joint Venture entities having Foreign Shareholding (consortium and companies/partnerships firms registered under 'Joint Stock of Companies and Firms' under the law(s) of Bangladesh) are eligible to apply for Mobile Number Portability Services (MNPS) Operator 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(s) is not eligible. In case of consortium, the entity shall have to form a company under the law(s) of Bangladesh before awarding the license.
- 7.2 In case of foreign entity applying together with Bangladeshi partner, foreign equity is limited to maximum 51% (fifty one 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.
- 7.3 In 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.
- 7.4 The Licensee shall be solely responsible to develop, build, maintain, and operate the MNPS. Nevertheless, the Licensee may execute technology partnership agreements directly with foreign technical service provider to procure necessary equipment and technology in respect of Licensee's said responsibility.
- 7.5 The Licensee shall work co-operatively with all stakeholders (Mobile phone operators, ICX Licensees, BTRC etc.) to establish and implement MNPS in Bangladesh for the entire duration of his License and the subsequent term(s) of License renewal.
- 7.6 No Mobile Operator or any of its directors/shareholders shall be allowed to be Owner/ Director/ Shareholder/ Investor/ Partner of the Licensed entity providing MNP service in Bangladesh.

- 7.7 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 without prior written permission from the Commission before issuance of IPO.
- 7.8 The License shall be awarded by the Commission to the applicant subject to fulfillment of the terms and conditions of these guidelines.
- 7.9 The Applicant shall have to have minimum experience of 3 (three) years of successfully implementing and operating MNP solution for a subscriber base of not less than 10 (ten) million mobile subscribers in one or more countries on the date of submission of application.
- 7.10 A person/company/firm shall not be eligible to apply for MNPS license, if there are any outstanding dues owed by him/it or any of its directors/partners to the Commission.

## **8. NUMBER OF LICENSE**

One MNPS License shall be awarded at present. However, the Commission may award more licenses in future.

## **9. DURATION OF LICENSE**

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

## **10. AVAILABILITY OF THE LICENSING GUIDELINE**

- 10.1 This guideline is available in the BTRC website [www.btrc.gov.bd](http://www.btrc.gov.bd) for information only. The prospective applicant shall purchase a copy of this Guideline from the Commission by submitting an application to the Chairman of the Commission, endorsing BDT 5 (Five) thousand (excluding VAT) in the form of pay order or bank draft in favour of Bangladesh Telecommunication Regulatory Commission.
- 10.2 The Guideline which includes prescribed letter of transmittal, generic form of License and application information instructions will be available in the office of the Commission.

## **11. LETTER OF TRANSMITTAL**

The applicant shall submit Application for “Mobile Number Portability Services Operator License” to the Commission in the prescribed form duly filled up, signed and

sealed, together with all the necessary documents and information. The detailed requirements for submission of documents along with the prescribed letter of transmittal are appended with this Guideline at APPENDIX -2.

## **12. SUBMISSION OF DOCUMENTS**

- 12.1 The application in applicant's letter head pad shall include the documents mentioned in appendix-2, appendix-3, appendix-4 & 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.
- 12.2 The applicant shall submit non-refundable application/processing fees of BDT 1 (One) Lac (excluding VAT) payable in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh.
- 12.3 The applicant shall submit 2 (two) copies of its application with all relevant documents of which 1 (one) shall be original. The applicant(s) shall also submit soft copy of all the documents in portable/removable drive with non-scanned and/or scanned format to the Commission.
- 12.4 The Commission reserves the right and authority to reject the application if it is found that the application has been submitted without complying with the conditions of these guidelines or any information or documents provided with the application is untrue, inaccurate, incomplete or unacceptable for any reasonable cause.

## **13. GENERIC FORM OF LICENSE**

The Generic forms of "Mobile Number Portability Services Operator License" is appended with this guideline as APPENDIX-6.

## **14. SECURITY CLEARANCE**

For National Security reasons all the applicant(s) shall have to go through security clearance from the competent authority.

## **15. APPLICATION PROCESSING**

- 15.1 The applicant shall submit Application/offer/proposal for MNPS 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.
- 15.2 The Commission may take necessary steps to obtain security clearance of the applicants and its shareholders/partners for security reasons from the competent authority. After receiving the security clearance, the Commission will announce the name(s) of the applicants who are eligible for the evaluation process.
- 15.3 In the event the Commission requires additional information from the Applicant(s), the Commission may request for such information, by writing to the Applicant(s). The information requested is to be forwarded to the Commission within a stipulated time to be decided by the Commission.



## 16. LICENSEAWARDING PROCEDURE

16.01 The License will be awarded through an evaluation process. The evaluation of the offers/proposals shall be carried out in conformity with the provisions of APPENDIX-5 having total 100 marks.

16.02 The Commission will form an Evaluation Committee to evaluate the applications/offers/proposals of the eligible applicant(s) for MNPS license. The committee will evaluate the applications/offers on the basis of the documents/information submitted by the applicant(s). The Commission may perform inspection at the Registered Address of the applicants/offerers.

16.03 After evaluation and receiving of inspection report of the applicants, the Commission will enlist the qualified applicants on the basis of their Marks achieved during the evaluation process. The Commission shall send a report on qualified applicants to the Government. The Commission will select the applicant subject to the prior approval of the Government.

## 17. FEES AND CHARGES

17.1 Following fees and charges (excluding VAT) shall be applicable to the Licensee. Some of the charges or part thereof shall be in proportion to the Licensee's annual audited gross revenue.

1.	Application Fee	BDT 1 (One) Lac
2.	License Acquisition Fee	BDT 10 (Ten) Crore
3.	Annual License Fee	BDT 25 (Twenty Five) Lac
4.	Gross Revenue Sharing	0% for the 1 <sup>st</sup> year 15% from 2 <sup>nd</sup> year
5.	Offer Security Money	BDT 1 (One) Crore
6.	Bank Guarantee	BDT 10 (Ten) Crore
7.	Social Obligation Fund (SOF)	1% (one percent) of annual audited gross revenue effective from 2 <sup>nd</sup> year

17.2 The Licensee shall pay all the required fees within the stipulated time frame given hereafter. All fees, charges etc. paid by the Licensee are non-refundable and are payable in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh mentioned in the Bangladesh Bank Order, 1972.

17.3 **Application Fee:** The Application Fee amounting to BDT 1 (One) Lac only shall be paid in the form of pay order/bank draft during submission of application.

17.4 **The License Acquisition Fee:** The Licensee shall pay the full amount of Taka 10,00,00,000 (ten crore) only as the License Acquisition fee of within 30 (thirty) Gregorian calendar days from the date of notification of awarding license.

17.5 **Annual License Fee:** From the 2<sup>nd</sup> year of issuance of the License, the Licensee shall pay Annual License Fee amounting to BDT 25 (Twenty Five) Lac per annum in advance on each anniversary of the date of the License.

*Amirul Haque*

17.6 **Gross Revenue Sharing:** No revenue (0%) shall be shared by the Licensee for the first year. However, the Licensee, from 2<sup>nd</sup> year, shall share 15% of its annual audited gross revenue with the Commission and it shall be paid quarterly basis within the first 10 (ten) calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 (ninety) calendar days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission.

17.7 **OFFER SECURITY MONEY:** (a) The Applicant(s) shall submit Taka 1 (One) Crore as offer security money in the form of bank draft or pay order in favor of Bangladesh Telecommunication Regulatory Commission while submitting the offer/proposal. This offer security money will be refunded to the unsuccessful applicants within 30 (thirty) days of the declaration of successful offerer without bearing any liability towards interest, indexation, inflation or deflation.

(b) The offer security money of the successful applicant shall be adjusted with the Licenseacquisition fee. The successful bidder shall have to pay applicable VAT on full amount of LicenseAcquisition Fee.

(c) The successful selected Applicant shall deposit the Licenseacquisition fee to the Commission in the form of bank draft or pay order within 30 (thirty) days after notification of awarding license. The Licensewill be issued upon receiving the Licenseacquisition fee. If the offerer fails to pay the Licenseacquisition fee within the stipulated period, the offerer shall lose the right of acquisition of MNPS Licenseand offer security money shall stand forfeited.

17.8 **Bank Guarantee:** The Licensee shall submit a Bank Guarantee of BDT 10 (Ten) Crore in favour of Bangladesh Telecommunication Regulatory Commission within 30 (Thirty) calendar days from the date of issue of the Licenseas per the format specified the Schedule-2.

17.9 **Social Obligation Fund (SOF):** A sum of equivalent 1.0% (one percent) of the annual audited gross revenue effective from 2<sup>nd</sup> year, shall be paid by the Licensee to the Commission for Social Obligation Fund on a quarterly basis within the first 10 (ten) days at the end of each quarter in advance.

17.10 **Late Fee:** The annual License fee and the amount of revenue to be shared has to be paid within due time. The amount due may be paid till 60 (sixty) calendar days after the due date by paying late fee at the rate of 15% per annum as compensation to the Commission. If the amount along with late fee is not paid in full within 60 (sixty) days from the due date, such failure may result in cancellation of the license.

## 18. ROLLOUT OBLIGATION

Rollout obligation is applicable to the MNPS Licensee. The Licensee shall make the MNPS operational with capacity of porting and routing of at least 1% of the total mobile

subscribers of the country within 180 days from the date of issuance of the license. The Licensee shall acquire the capacity of porting and routing of at least 5% of the total mobile subscribers of the country within 1 (one) year, and 10% within 5 (five) years, from the commencement of the operation.

## **19. FULFILLMENT OF ROLLOUT OBLIGATION**

19.1 If the Licensee fails to start their operation with capacity of porting and routing of at least 1% of the total mobile subscribers of the country within 180 days from the date of issuance of the license, the Commission will encash 25% of bank guarantee without showing any reason. If the porting & routing capacity of at least 5% of total mobile subscribers is not fulfilled within 1 (one) year from the starting of operation, the Commission will encash 25% of bank guarantee without showing any reason. In case of fulfillment of the rollout target by the Licensee for each case mentioned above, 25% of bank guarantee will be released in favour of the Licensee. Remaining 50% of the Bank Guarantee shall be kept as security deposit for any kind of dues. The Commission reserves the right to encash the Bank Guarantee to any extent up to the guarantee amount in total to realize the dues of the licensee.

19.2 If the rollout obligation targets are not met, the Commission shall call on the Guarantee for the amount indicated below for reduction in favour of the Commission:

<b>Criteria</b>	<b>Reduction in PBG Amount</b>
If the Licensee failed to start their operation with capacity of porting and routing of at least 1% of the total mobile subscribers of the country within 180 days from the date of issuance of the license	25%
If the Licensee failed to achieve porting & routing capacity of at least 5% of total mobile subscribers of the country within 1 year of the starting of operation	25%

19.3 If the Licensee fails to start their operation with capacity of porting and routing of at least 1% of the total mobile subscribers of the country within 180 days from the date of issuance of the license. In such case, in addition to Clause 19.1, the Commission may take necessary steps to cancel the License and issue the License from the selected offerers according to the selection chronology.

## **20. SYSTEM DESIGN**

20.1 The Licensee is authorized to develop, build, operate and maintain MNPS to provide these services to the Mobile Operators and ICX Licensees without any discrimination. The MNPS Licensee is permitted to use web, messaging, application and database systems and packet networks to establish the MNPS service.

20.2 The Licensee shall use commercially available third party hardware and software to develop and build the MNPS service. Proprietary hardware and software (excluding the MNPS application software) shall not be used.

- 20.3 Third party application servers and database engine(s) running on top of the operating system shall have to have commercial support available.
- 20.4 The Licensee shall undertake and complete all installation and maintenance work diligently observing the need for public safety in compliance with local laws and regulations.
- 20.5 The Licensee shall be solely liable and accountable for any losses, damages, claims, costs or expenses caused, arising from or in connection with any installation and/or maintenance work in public and private areas.
- 20.6 The Licensee shall follow the technical requirement describing the technical process framework for the implementation and operation of MNPS in Bangladesh as depicted in Schedule-3.

## **21. CONNECTION AND INTEROPERABILITY**

- 21.1 The Licensee shall provide OSI layer 2 interface ports for mobile operators and ICX Licensee to physically connect with the MNPS without any discrimination. Additional ports shall have to be made available, if redundant links are to be established.
- 21.2 The Licensee shall provide a protocol interface with an open specification for mobile operators and ICX Licensee to access the MNPS.
- 21.3 Other licensees including PSTN and IGW operators may connect with the MNPS over the Internet through encrypted channels, if necessary.

## **22. TARIFFS AND PRICING**

- 22.1 There shall be a Transfer Charge BDT 30 (Thirty) payable by the Recipient to the MNPS Provider for each porting. For the same porting, the Porting Charge payable by the subscriber to the Recipient shall not be more than the Transfer Charge.
- 22.2 The Commission may approve and revise the tariff of MNPS from time to time.
- 22.3 The Commission may fix and impose the Dipping Charge from time to time.
- 22.4 The Commission shall approve and revise the tariff including Transfer Charge, Porting Charge and Dipping Charge according to market condition, if necessary.
- 22.5 The Licensee shall, before providing any MNPS Services in the form of sharing/ leasing /renting out, submit to the Commission in writing:
  - 22.5.1 Tariff chart / schedule containing the maximum and minimum charges that it proposes to realize for the MNPS, along with justification therefore.
  - 22.5.2 The description of the MNPS, 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.

22.5.3 Generic forms of the application for MNPS to the Licensee.

22.5.4 The Licensee 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.

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

### **23. ACCOUNTS**

23.1 The Licensee shall maintain the historical transaction volume report records for 5 (five) years.

23.2 The Licensee shall provide an auditing facility that can be accessed by the Commission to verify the transaction volume reports. The MNPS Licensee shall make necessary arrangement to store any kind of information including technical and financial data for auditing according to the provisions of the Laws of the land. However, the MNPS Licensee shall have to take prior permission from the Commission before destroying/deleting any information/ documents.

### **24. INFORMATION, INSPECTION AND REPORTING**

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

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

24.3 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.

24.4 The Licensee shall furnish to the Commission on quarterly basis the information on the type and capacity of its installations and the number of active users. In addition, the Licensee shall furnish any information on systems and services any time if asked by the Commission.

## **25. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY**

- 25.1 This License and any right accrued hereunder shall not be transferred without the permission of the Commission, wholly or partly, and as such transfer, if any shall be void.
- 25.2 By any means the License shall not be assigned or pledged as security when taking loans. The Licensee may, with prior permission of the Commission, take loan from any third party against its property and assets upon furnishing security provided that does not affect the customer services. For any other type of loan, the Licensee shall furnish loan related information to the Commission within 15 (fifteen) days of the approval of such loan by the concerned financial institution.
- 25.3 The Licensee shall not subcontract out any part of the services or the system without prior approval of the Government. The Licensee may appoint agents or independent contractors or sub-contractors to carry out works or provide services which enable the Licensee to discharge its duties and obligations under this License provided that the Licensee shall be liable for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

## **26. CHANGES IN MANAGEMENT STRUCTURE**

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

## **27. DISCRIMINATION**

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

## **28. LAWFUL INTERCEPTION (LI) AND MONITORING COMPLIANCE**

- 28.1 The Commission will decide the LI compliance in consultation with National Telecom Monitoring Committee (NTMC) and the same will be communicated to the Licensee.
- 28.2 The Licensee shall provide an appropriate network management system with relevant software including software License and hardware to the NTMC and to the Commission for monitoring the MNPS.

## **29. TECHNICAL AND FINANCIAL AUDIT**

The Commission may take initiative for annual technical and financial audit of the Licensee at any time. The audit team authorized by the Commission shall have the right for auditing technical or financial position of Licensee for any year. The Licensee shall

comply and furnish all relevant information and documents as sought by the audit team. The Licensee shall preserve all the relevant data/information for technical or financial audit. The Commission will issue directives or directions to the Licensee in this regard and Licensee shall comply with each of such directives or directions.

30 EMERGENCY CRISIS MANAGEMENT

- 30.1 The Licensee shall maintain an organized emergency crisis management team to take necessary action(s) to save telecom and other related infrastructure.
- 30.2 The Licensee shall provide with the information of emergency crisis management team and other relevant preparations for saving the system from disaster.
- 30.3 The Licensee shall provide with the information of preparation to restore their system that sustained losses from disaster.
- 30.4 The Licensee shall send/transmit early warning message to its subscribers of the relevant disastrous/crisis areas as directed by the Commission.
- 30.5 The Commission may direct the Licensee from time to time regarding emergency crisis management and the Licensee shall comply with the same.

### 31. NATIONAL EMERGENCIES

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

### 32. 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 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 award shall be binding on the concerned parties.

### 33. SUSPENSION, CANCELLATION AND FINES

33.1 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.

33.2 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.

33.3 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 –

- (i) that any information furnished in the letter of transmittal for obtaining the License is found incorrect/false which is mala fide;
- (ii) 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;
- (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the Mobile Number Portability Services Operator License within the time period mentioned in the final notice unless the matter is pending for any judicial adjudication;
- (iv) that the Licensee has transferred any share or has introduce any partnership issued new shares without prior written permission of the Commission;
- (v) 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;
- (vi) 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;
- (vii) 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;
- (viii) 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.

#### **34. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE**

34.1 In the event of suspension of the License under provisions of the Act, the Commission may engage any agency or administrator by examining the financial position, profit and loss of the licensee. The rate and fees of agency/administrator on such tenure shall be decided by the Commission to operate and maintain the systems and services in order to continue with and fulfill the obligations of the Licensee towards its subscribers. The Licensee shall not have any claim for any compensation or any right on the revenue for the same.

34.2 Cancellation or suspension of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or the License.

### **35. AMENDMENTS**

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, 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 will consider the reply and notify the Licensee 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 15<sup>th</sup> day after the date of the Commission's second notice. The Licensee shall comply with all new terms and conditions imposed by the Commission.

### **36. DISCLAIMER**

Questions or requests for clarification on the contents of this guideline may be raised. The Commission reserves the right not to reply to questions. However, to the extent that it does, it will publish the question and the answer in writing or at the BTRC website [www.btrc.gov.bd](http://www.btrc.gov.bd) unless confidentiality has been requested. The identity of the questioner will not be published without his permission.

### **37. ADDRESS FOR CORRESPONDENCE**

All correspondence relating to this guideline and submission of application duly marked "**Mobile Number Portability Services (MNPS) License**" shall have to address to:

Director (Licensing)  
Legal and Licensing Division  
Bangladesh Telecommunication Regulatory Commission  
IEB Bhaban, Ramna, Dhaka-1000, Bangladesh  
Phone: +880 2 9554489  
Fax: +880 2 9556677  
E-mail: taleb.hossain@btrc.gov.bd

### **38. MISCELLANEOUS**

- 38.1 Any dispute, controversy or claim arising out of, or in connection with, this Proposals/Offers, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be final and binding.
- 38.2 The Commission shall reserve the right and authority to change, alter, modify, amend, supplement or replace any or all of the Evaluation process and such change, alteration, modification, amendment, supplemental or replacement shall be communicated to the applicants and shall become an integral part of the Evaluation process.
- 38.3 No suit, prosecution or any other legal proceedings shall lie against the Commission or any member or employee of the Commission in respect of anything done or intended to be done by the Commission in good faith in connection with this guideline.

38.4 Unless otherwise stated –

- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
- (ii) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
- (iii) any expression in masculine gender shall include feminine.
- (iv) any reference in this License to a person shall be deemed to include natural and legal persons;
- (v) all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
- (vi) the term 'or' shall include 'and' but not vice versa;
- (vii) any reference in this guideline to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
- (viii) references to Clauses, Sub-Clauses, Annexure, Appendix and Schedule of guidelines are to Clauses, Sub-Clauses, Annexure, Appendix and Schedule to this License, respectively.

38.5 This guideline shall form the integral part of the Mobile Number Portability Services Operator License and vice-versa.

38.6 This guideline is issued with the approval of the appropriate authority.

Director (Licensing)  
Legal and Licensing Division  
Bangladesh Telecommunication Regulatory Commission

**APPENDIX-1**  
**INTERPRETATIONS AND 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-2010.

1. **“Act”** means the Bangladesh Telecommunication Regulation Act, 2001.
2. **“Access Lines”** means a DSO, E-1 or multiple thereof channel provided over the Licensee’ fiber optic network connecting that network to telecommunications equipment on a customer’s premises.
3. **“Access Network Service Operators (ANS Operators)”** means the PSTN, Cellular, Cable Service Provider, BWA Operators, ISPs and others who provide telecommunication services directly to the end users.
4. **“Letter of Transmittal”** means a form prescribed for applying for the License for the operation of MNPS services.
5. **“ILDTS Policy 2010”** means the International Long Distance Telecommunication Services Policy 2010 of Bangladesh.
6. **“Connection”** means the visible or invisible or logical linking of telecommunication network.
7. **“Dipping”** means use of query response system of the MNPS provider for obtaining Location Routing Number for routing a message to the called number.
8. **“Dipping charge”** means the charge payable by an Access Provider or an International Long Distance Operator, to the MNPS provider for each dipping.
9. **“Infrastructure”** means all telecommunication related equipment (Hardware and Software) including MNPS equipment.
10. **“Lease”** means providing authority to others for using telecommunication transmission facilities for telecommunication purpose in consideration for a rental.
11. **“Lease Term”** means the period for which the Lease is valid.
12. **“Lessee”** means any person or legal entity that receives the award of the lease.
13. **“Porting”** means the process by which, a mobile subscriber can shift to another operator of their own choice, while retaining their old number.
14. **“Porting Charge”** the charge defined for the successful porting usually paid by subscriber to the recipient operator.

15. **“Quarter”** means a period of three months.
16. **“Regulation”** means the regulations made from time to time by the Commission under the Act.
17. **“Systems or Lease Asset”** means the telecommunications system already built and to be built by the Licensee throughout the country.
18. **“MNPS”** means the MOBILE NUMBER PORTABILITY SERVICES for coordination of the mobile number portability process for all the operators in the industry.
19. **“Mobile Terminated (MT)”** means the voice or message traffic that terminates to a mobile operator.
20. **“Routing Numbers”** are unique number prefixes assigned by BTRC to the mobile operators for mobile number portability voice or message traffic routing.
21. **“Transfer Charge”** the charge paid to the MNPS operator by the recipient operator for every successful porting.

APPENDIX-2



**BANGLADESH TELECOMMUNICATION  
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

**LETTER OF TRANSMITTAL**

**FOR MOBILE NUMBER PORTABILITY SERVICES (MNPS) IN BANGLADESH**

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

	F.	National Identity Card (for Bangladeshi National)/passport (for foreign nationals) and other antecedents of the Directors and authorized representatives of the company			
4.	Provide undertaking for the following.				
	A.	That the Company or its Directors have never been declared insolvent by a court of law.			
	B.	That the Directors of the company have never been convicted by a court of law for major offences or unethical/immoral turpitude (other than minor offences)			
	C.	That neither the applicant company nor its group/consortium members are defaulter(s) of the Commission.			
5.	Tax Identification Number (TIN) with Latest Income Tax clearance certificate of the Firms/Company and its Proprietor/Partners/Directors/Shareholders (if any)				
6.	Certificate on original letterhead from the Group/Joint venture/Consortium members that they are the authorized participants for MNPS Operator License in Bangladesh through the applicant company.				
7.	Resolution of the Board of Directors of the Applicant authorizing the person who submits and signs the Letter of Application.				
8.	Special Power of Attorney granted to the person who submits and signs the Letter of Application				
9.	Brief Description of Telecommunications Qualifications and Experience of the Applicant, its key management personnel and its shareholders (if any)				
10.	Capital Cost of service/project for the first year and the sources of finance in the form of equity and debt.				
11.	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.				

12.	Brief description of committed financial resources to meet Capex of the project for the 1 <sup>st</sup> 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.			
13.	Technical plan and system configuration			
14.	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.			
15.	Applicant's pending legal issues with the court (if any)			
16.	Affidavit as mentioned in Appendix-3			
17.	Letter of Authorization and Declaration as mentioned in Appendix-4			
18.	Brief description & proof of experience of three years of implementing and operating successfully MNP solution for a subscriber base of not less than 10 million mobile subscribers in one or more countries put together as on the date of submission of Application.			

**E. Declaration:**

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

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

---



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

If yes, please give details

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

[ ] Yes [ ] No

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

---

---

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

If yes, please provide the following details:

(i) Period of Involvement in illegal activities: \_\_\_\_\_

(ii) Case No (If Applicable): \_\_\_\_\_

(iii) Administrative fine paid to the Commission (If Applicable): \_\_\_\_\_

(a) Amount (BDT): \_\_\_\_\_

(b) Cheque No./ Bank Draft No.: \_\_\_\_\_

(iv) Undertaking given to the Commission: [ ] Yes [ ] No

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

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

Date:

Signature

Place:

Name of the Applicant/Authorized  
Signatory with Seal

## APPENDIX-3

### AFFIDAVIT

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

(Name of Official/Individual Applicant(s))

..... after having been duly sworn deposed states:

(Address)

1. That he/she is the .....

(Official Capacity)

of .....

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

duly organized under the laws of .....

(Name of Country)

OR

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

2. That personally, and as ..... for and on behalf

(Official Capacity)

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

- a) That all statements made in the Applicant(s)'s application for a License to establish, maintain and operate Mobile Number Portability (MNPS) Services and in the required attachments to that application are true and correct;
- b) That the certification is made for the expressed purpose of an application by .....(name).....for a Mobile Number Portability Services Operator License from the Bangladesh Telecommunication Regulatory Commission;

- c) The Applicant(s) will make available to the Commission or any other of its authorized agencies any information they may find necessary to verify any item in the application or regarding its competence and general reputation;
- d) That any of its directors or partners (where the Applicant(s) is a company):
  - (i) is not an insane person,
  - (ii) has not been sentenced by a court under any law, other than the Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
  - (iii) has not been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
  - (iv) has not been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
  - (v) has not been identified or declared by the Bangladesh Bank, by the court or by a bank or financial institution as a loan defaulter of that bank or institution;
  - (vi) any License of his has not been cancelled by the Commission at any time during the last 5 (five) years.
  - (vii) has not any outstanding dues to the Commission;
- e) That the undersigned is the Applicant(s) or is duly authorized by the Applicant(s) to make these representations and to sign this affidavit.

---

Director/Secretary/Partner/Duly Authorized Representative/Attorney

as or on behalf of the Applicant

Witnesses:

1. \_\_\_\_\_ 2. \_\_\_\_\_

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## APPENDIX-4

### LETTER OF AUTHORIZATION AND DECLARATION

[Letterhead of the Company]

I, \_\_\_\_\_, Company Secretary/Designation of Authorized personnel 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 Mobile Number Portability Services in Bangladesh;
2. to fulfill all the requirements and formalities as may be required to be fulfilled for the grant of the License applied for, on behalf of the Applicant.
3. to attend all hearings before the Commission and to provide all necessary documents and material information or assistance as may be required by the Commission for its satisfaction to issue the License applied for by the Applicant;
4. to sign all applications, correspondence, statements or other documents submitted to the Commission on behalf of the Applicant relating to issuance of the License applied for, by the Applicant;
5. to execute all such documents and undertake all such acts as may be necessary in order to comply with the directions, decisions, decisions and orders of the Commission relating to issuance of License applied for by the Applicant;
6. and generally to do all such acts as may be necessary or incidental for the grant of the License applied for by the Applicant.

Company Secretary/Authorized Personnel of the Entity

## APPENDIX-5

### [Clause 14 of the Guidelines]

#### EVALUATION CRITERIA

The evaluation/short listing criteria are as follows:

No.	Item Description	Total Marks
1.	<b>Experience</b> Description of the applying organization. Experience/ knowledge of the company or its shareholders, directors, employees, partners in the field of Mobile Number Portability, other Telecommunications services, Management, Finance, Marketing, Industries, Business, etc.	10
2.	<b>Global footprint of Foreign Shareholders</b> <ul style="list-style-type: none"> <li>a. List of countries where MNP systems installed</li> <li>b. System Network Diagram and technical system configuration of the globally installed MNP systems</li> <li>c. Capacity of the installed MNP systems</li> <li>d. Number of subscribers ported globally</li> <li>e. Description of MNP associated other services offering in different countries</li> </ul>	20
3.	<b>Project Management and Implementation Plan</b> <ul style="list-style-type: none"> <li>a. System Network Block diagram with description</li> <li>b. Implementation and management plan (detail of all aspects should be covered)</li> <li>c. Implementation schedule (Gantt chart)</li> <li>d. Contingency and backup plan description for timely project implementation</li> </ul>	10
4.	<b>Organogram and Management of the Entity</b> <ul style="list-style-type: none"> <li>a. Organization chart</li> <li>b. Brief responsibility (job description) of personnel and work groups as per the organization chart</li> <li>c. Provide details of key Personnel for following fields <ul style="list-style-type: none"> <li>i. Management &amp; Administration</li> <li>ii. Technical &amp; Operations</li> </ul> </li> </ul>	5

	<p>iii. Financial</p> <p>iv. Marketing, Sales &amp; Customer Care</p>	
5.	<p><b>Technical &amp; System Design</b></p> <ul style="list-style-type: none"> <li>a. System network diagram with description</li> <li>b. Technical system configuration including technical specification of major equipment.</li> <li>c. Connectivity with Mobile operators and connectivity with ICX operators.</li> <li>d. Provision to connect the PSTN and IPTSP operators.</li> <li>e. Detail system redundancy.</li> <li>f. Reporting, Monitoring &amp; LI Compliance detail.</li> <li>g. Connectivity with BTRC and NMC/LEA.</li> <li>h. Operation Support</li> <li>i. System and Services Availability</li> </ul>	20
6.	<p><b>Rollout</b></p> <ul style="list-style-type: none"> <li>a. Initial capacity of the system including NPCH and CNPDB</li> <li>b. Year wise system up gradation plan</li> </ul>	10
7.	<p><b>Financial</b></p> <ul style="list-style-type: none"> <li>a. 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.</li> <li>b. Total proposed investment for the project, ratio of own financing and other sources</li> <li>c. Supporting documentation regarding source of fund mobilization (bank comfort letter, equity source, other financial source detail)</li> </ul>	15
8.	<p><b>Risk Management Plan</b></p> <ul style="list-style-type: none"> <li>a. Risk identification</li> <li>b. Risk response strategy &amp; Plan</li> </ul>	5
9.	<p><b>CSR and Capacity Building</b></p> <ul style="list-style-type: none"> <li>a. Description the business strategy of the organization. How the</li> </ul>	5

	<p>proposed strategy will contribute to Bangladesh's Telecom sector and subscribers.</p> <p>b. Description how the applicant proposes to undertake social commitments and participate in nation building.</p> <p>c. Description how the applicant enhance the way of capacity building in multi stakeholders' platform.</p>	
	<b>Total Marks</b>	100

APPENDIX-6

[GENERIC FORM OF MOBILE NUMBER PORTABILITY SERVICES OPERATOR LICENSE]



**BANGLADESH TELECOMMUNICATION  
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

**MOBILE NUMBER PORTABILITY SERVICES OPERATOR LICENSE**

**ISSUED**

**TO**

**UNDER**

**THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001**

**ON THE**

..... DAY OF .....



# **BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

## MOBILE NUMBER PORTABILITY SERVICES OPERATOR LICENSE

LICENSENO.:

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

MOBILE NUMBER PORTABILITY SERVICES OPERATOR

in Bangladesh

whereby it is authorized

to establish, maintain and operate the Mobile Number Portability Systems and to provide Services as specified in this License

## ON NON-EXCLUSIVE BASIS

under the terms and conditions given in the following pages

including the schedules annexed hereto.

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## **BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

IEB Bhaban, Ramna, Dhaka-1000

No. 14.32.0000.007.....

Date: - - -2017

### **MOBILE NUMBER PORTABILITY SERVICES OPERATOR LICENSE**

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

Whereas in pursuance of the "Regulatory and Licensing Guidelines for Mobile Number Portability Services in Bangladesh, 2017" (No. 14.32.0000.007.81.013.17..... Date: - - -2017) Bangladesh Telecommunication Regulatory Commission ("BTRC" or "Commission") requires to issue the License for establishing, operating and maintaining Mobile Number Portability Systems and Services in Bangladesh.

And whereas by application dated ..... the Chairman/CEO/MD/CTO has prayed for a License to Operate Mobile Number Portability Services in Bangladesh.

Now, therefore, the Commission does hereby issue -

#### **LICENSE**

To

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

..... the Licensee to establish, operate and maintain Mobile Number Portability Systems throughout Bangladesh and provide Mobile Number Portability Services to subscribers, subject to the terms and conditions laid down hereinafter.

## **1. INTERPRETATIONS, DEFINITIONS AND ABBREVIATIONS**

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

## **2. SCOPE OF THE LICENSE**

The Licensee shall develop, build, operate and maintain the MNP system and provide MNPS in Bangladesh under these Licensing Guidelines. The Licensee may provide MNP associated value added service(s) with the prior approval of the Commission. An Industry Code describing the business process framework for the implementation and operation of MNPS in Bangladesh shall be followed by the Licensee depicted in Schedule-4.

## **3. SCOPE OF THE EXISTING LICENSEE**

- 3.1 Existing mobile operators are obliged to connect with the MNPS for the purpose of providing MNPS. A mobile operator shall design its own systems to facilitate the number portability processes. Such design shall include the provision of an Operator Gateway to automatically connect with the MNPS.
- 3.2 Routing Numbers shall be assigned by BTRC to each mobile operator for mobile number portability traffic routing. A mobile operator shall enhance or configure their network to deliver Mobile Terminated (MT) video, voice and message traffic to the ICX with the destination number prefixed by the Routing Number of the terminating mobile operator.
- 3.3 PSTN and IGW operators shall enhance or configure their network to deliver MT voice and message traffic to the ICX with the destination number prefixed by the Routing Number of the terminating mobile operator. They will need to connect with the MNPS and receive the latest Routing Number of each ported subscriber number from the MNPS.
- 3.4 ICX Licensee shall configure their network to route MT traffic to the terminating mobile operators based on their Routing Numbers.

## **4 DURATION OF LICENSE**

- 4.1 This License shall come into force on the Effective Date and shall be valid for a term of 15 (fifteen) years.
- 4.2 The date of issuance of this Mobile Number Portability Services Operator License shall be the Effective Date of the License.
- 4.3 Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 5 (five) years in duration, subject to the approval of the Government/Commission and to such conditions, including the payment of any fees, as may be specified herein and/or by the Government/Commission from time to time. If the Licensee wishes to renew the term of the License at the expiry of the initial or any renewal term, it shall submit to the Commission a written request for renewal at least 3 (three) months prior to the expiry of the current term.

## 5. FEES AND CHARGES

5.1 Following fees and charges shall be applicable to the Licensee. Some of the charges or part thereof shall be in proportion to the Licensee's annual audited gross revenue.

1.	Annual License Fee	BDT 25 (Twenty Five) Lac
2.	Gross Revenue Sharing	0% for 1 <sup>st</sup> year 15% from effective from 2 <sup>nd</sup> year
3.	Bank Guarantee	BDT 10 (Ten) Crore
4.	Social Obligation Fund (SOF)	1% (one percent) of annual audited gross revenue effective from 2 <sup>nd</sup> year

5.2 The Licensee shall pay all the required fees within the stipulated time frame given hereafter. All fees, charges etc. paid by the Licensee are non-refundable and are payable in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh mentioned in the Bangladesh Bank Order 1972.

5.3 **Annual License Fee:** From the 2<sup>nd</sup> year of issuance of the License, the Licensee shall pay Annual License Fee amounting to BDT 25 (Twenty Five) Lac per annum in advance on each anniversary of the date of the License.

5.4 **Gross Revenue Sharing:** No revenue (0%) shall be shared by the Licensee for the first year. However, the Licensee, from 2<sup>nd</sup> year, shall share 15% of its annual audited gross revenue with the Commission and it shall be paid quarterly basis within the first 10 (ten) days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 (ninety) days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission.

5.5 **Bank Guarantee:** The Licensee shall submit Bank Guarantee of BDT 10 (Ten) Crore in favour of Bangladesh Telecommunication Regulatory Commission within 30 (Thirty) calendar days from the date of issue of the License as per the format specified the schedule-2.

5.6 **Social Obligation Fund (SOF):** A sum of equivalent 1.0% (one percent) of the annual audited gross revenue effective from 2<sup>nd</sup> year, shall be paid by the Licensee to the Commission for Social Obligation Fund on a quarterly basis within the first 10 (ten) days at the end of each quarter in advance.

5.7 **Late Fee:** The annual License fee and the amount of revenue to be shared has to be paid within due time. The amount due may be paid till 60 (sixty) calendar days after the due date by paying late fee at the rate of 15% per annum as compensation to the Commission. If the amount along with late fee is not paid in full within 60 (sixty) days from the due date, such failure may result in cancellation of the license.

## 6. ROLLOUT OBLIGATION

Rollout obligation is applicable to the MNPS Licensee. The Licensee shall make the MNPS operational with capacity of porting and routing of at least 1% of the total mobile subscribers of the country within 180 days from the date of issuance of the license. The Licensee shall acquire the capacity of porting and routing of at least 5% of the total mobile subscribers of the country within 1 (one) year, and 10% within 5 (five) years, from the commencement of the operation.

## 7. FULFILLMENT OF ROLLOUT OBLIGATION

7.1 If the Licensee failed to start their operation with capacity of porting and routing of at least 1% of the total mobile subscribers of the country within 180 days from the date of issuance of the license, the Commission will encash 25% of bank guarantee without giving any reason. If the porting & routing capacity of at least 5% of total mobile subscribers is not fulfilled within 1 (one) year from the starting of operation, the Commission will encash 25% of bank guarantee without giving any reason. In case of fulfillment of the rollout target by the Licensee for each case mentioned above, 25% of bank guarantee will be released in favour of the Licensee. Remaining 50% of the Bank Guarantee shall be kept as security deposit for any kind of outstanding. The Commission reserves the right to encash the Bank Guarantee to any extent up to the guarantee amount in total to realize the outstanding dues of the licensee.

7.2 If the rollout obligation targets are not met, the Commission shall call on the Guarantee for the amount indicated below for reduction in favour of the Commission:

Criteria	Reduction in PBG Amount
If the Licensee failed to start their operation with capacity of porting and routing of at least 1% of the total mobile subscribers of the country within 180 days from the date of issuance of the license	25%
If the Licensee failed to achieve porting & routing capacity of at least 5% of total mobile subscribers of the country within 1 year of the starting of operation	25%

7.3 If the Licensee fails to start their operation with capacity of porting and routing of at least 1% of the total mobile subscribers of the country within 180 days from the date of issuance of the license, the Commission may cancel their license. On such case, the Commission may issue License from the matching bidder(s) according to the chronology.

## 8. SYSTEM DESIGN

8.1 The Licensee is authorized to develop, build, operate and maintain MNPS to provide these services to the Mobile Operators and ICX Licensees without any discrimination. The MNPS Licensee is permitted to use web, messaging, application and database systems and packet networks to establish the MNPS service.

- 8.2 The Licensee shall use commercially available third party hardware and software to develop and build the MNPS service. Proprietary hardware and software (excluding the MNPS application software) shall not be used.
- 8.3 Third party application servers and database engine(s) running on top of the operating system shall have to have commercial support available.
- 8.4 The Licensee shall undertake and complete all installation and maintenance work diligently observing the need for public safety in compliance with local laws and regulations.
- 8.5 The Licensee shall be solely liable and accountable for any losses, damages, claims, costs or expenses caused, arising from or in connection with any installation and/or maintenance work in public and private areas.
- 8.6 The Licensee shall follow the technical requirement describing the technical process framework for the implementation and operation of MNPS in Bangladesh as depicted in Schedule-3.

## **9. CONNECTION AND INTEROPERABILITY**

- 9.1 The Licensee shall provide OSI layer 2 interface ports for mobile operators and ICX Licensee to physically connect with the MNPS without any discrimination. Additional ports shall have to be made available, if redundant links are to be established.
- 9.2 The Licensee shall provide a protocol interface with an open specification for mobile operators and ICX Licensee to access the MNPS.
- 9.3 Other licensees including PSTN and IGW operators may connect with the MNPS over the Internet through encrypted channels, if necessary.

## **10. TARIFFS AND PRICING**

- 10.1 There shall be a Transfer Charge BDT 30 (Thirty) payable by the Recipient to the MNPS Provider for each porting. For the same porting, the Porting Charge payable by the subscriber to the Recipient shall not be more than the Transfer Charge.
- 10.2 The Commission may approve and revise the tariff of MNPS from time to time.
- 10.3 The Commission may fix and impose the Dipping Charge from time to time.
- 10.4 The Commission shall approve and revise the tariff including Transfer Charge, Porting Charge and Dipping Charge according to market condition, if necessary.
- 10.5 The Licensee shall, before providing any MNPS Services in the form of sharing/ leasing /renting out, submit to the Commission in writing:

10.5.1 Tariff chart/ schedule containing the maximum and minimum charges that it proposes to realize for the MNPS, along with justification therefore.

10.5.2 The description of the MNPS, 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.

10.5.3 Generic forms of the application for MNPS to the Licensee.

10.5.4 The Licensee 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.

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

## **11. ACCOUNTS**

11.1 The Licensee shall maintain the historical transaction volume report records for 5 (five) years.

11.2 The Licensee shall provide an auditing facility that can be accessed by the Commission to verify the transaction volume reports generated within 1 (one) year. The MNPS Licensee shall make necessary arrangement to store any kind of information including technical and financial data for auditing according to the provisions of the Laws of the land. However, the MNPS Licensee shall have to take prior permission from the Commission before destroying/ deleting any information/ documents.

## **12. INFORMATION, INSPECTION AND REPORTING**

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

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

12.3 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.

12.4 The Licensee shall furnish to the Commission on quarterly basis the information on the type and capacity of its installations and the number of active users. In addition, the

Licensee shall furnish any information on systems and services any time if asked by the Commission.

### **13. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY**

- 13.1 This License and any right accrued hereunder shall not be transferred without the permission of the Commission, wholly or partly, and as such transfer, if any shall be void.
- 13.2 By any means the License shall not be assigned or pledged as security when taking loans. The Licensee may, with prior permission of the Commission, take loan from any third party against its property and assets upon furnishing security provided that does not affect the customer services. For any other type of loan, the Licensee shall furnish loan related information to the Commission within 15 (fifteen) days of the approval of such loan by the concerned financial institution.
- 13.3 The Licensee shall not subcontract out any part of the services or the system without prior approval of the Government. The Licensee may appoint agents or independent contractors or sub-contractors to carry out works or provide services which enable the Licensee to discharge its duties and obligations under this License provided that the Licensee shall be liable for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

### **14. CHANGES IN MANAGEMENT STRUCTURE**

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

### **15. DISCRIMINATION**

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

### **16. LAWFUL INTERCEPTION (LI) AND MONITORING COMPLIANCE**

- 16.1 The Commission will decide the LI compliance in consultation with National Telecom Monitoring Committee (NTMC) and the same will be communicated to the Licensee.
- 16.2 The Licensee shall provide an appropriate network management system with relevant software including software License and hardware to the NTMC and to the Commission for monitoring the MNPS.

## **17. TECHNICAL AND FINANCIAL AUDIT**

The Commission may take initiative for annual technical and financial audit of the Licensee at any time. The audit team authorized by the Commission shall have the right for auditing technical or financial position of Licensee for any year. The Licensee shall comply and furnish all relevant information and documents as sought by the audit team. The Licensee shall preserve all the relevant data/information for technical or financial audit. The Commission will issue directives or directions to the Licensee in this regard and Licensee shall comply with each of such directives of directions.

## **18. EMERGENCY CRISIS MANAGEMENT**

- 18.1 The Licensee shall maintain an organized emergency crisis management team to take necessary action(s) to save telecom and other related infrastructure.
- 18.2 The Licensee shall provide with the information of emergency crisis management team and other relevant preparations for saving the system from disaster.
- 18.3 The Licensee shall provide with the information of preparation to restore their system that sustained losses from disaster.
- 18.4 The Licensee shall send/transmit early warning message to its subscribers of the relevant disastrous/crisis areas as directed by the Commission.
- 18.5 The Commission may direct the Licensee from time to time regarding emergency crisis management and the Licensee shall comply with the same.

## **19. NATIONAL EMERGENCIES**

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

## **20. 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 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 award shall be binding on the concerned parties.

## **21. SUSPENSION, CANCELLATION AND FINES**

21.1 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.

21.2 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.

21.3 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 –

- (i) that any information furnished in the letter of transmittal for obtaining the License is found incorrect/false which is mala fide;
- (ii) 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;
- (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the Mobile Number Portability Services Operator License within the time period mentioned in the final notice unless the matter is pending for any judicial adjudication;
- (iv) that the Licensee has transferred any share or has introduce any partnership issued new shares without prior written permission of the Commission;
- (v) 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;
- (vi) 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;
- (vii) 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;
- (viii) 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;
- (xii) that the Licensee violates any conditions of the Mobile Number Portability Services Operator License.

## **22. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE**

22.1 In the event of suspension of the License under provisions of the Act, the Commission may engage any agency or administrator by examining the financial position, profit and loss of the licensee. The rate and fees of agency/administrator on such tenure shall be

decided by the Commission to operate and maintain the systems and services in order to continue with and fulfill the obligations of the Licensee towards its subscribers. The Licensee shall not have any claim for any compensation or any right on the revenue for the same.

22.2 Cancellation or suspension of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or the License.

### **23. AMENDMENTS**

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, 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 will consider the reply and notify the Licensee 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 15<sup>th</sup> day after the date of the Commission's second notice. The Licensee shall comply with all new terms and conditions imposed by the Commission.

### **24. MISCELLANEOUS**

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

24.2 No suit, prosecution or any other legal proceedings shall lie against the Commission or any member or employee of the Commission in respect of anything done or intended to be done by the Commission in good faith in connection with this guideline.

24.3 Unless otherwise stated –

- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
- (ii) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
- (iii) any expression in masculine gender shall include feminine.
- (iv) any reference in this License to a person shall be deemed to include natural and legal persons;
- (v) all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
- (vi) the term 'or' shall include 'and' but not vice versa;

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

24.4 This License shall form the integral part of the Mobile Number Portability Services Guidelines and vice-versa.

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

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

For and on behalf of the  
Bangladesh Telecommunication Regulatory Commission

Director (Licensing)  
Legal and Licensing Division  
Bangladesh Telecommunication Regulatory Commission

**SCHEDULE-1**  
**INTERPRETATIONS, DEFINITIONS AND ABBREVIATIONS**

**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-2010.

1. **“Act”** means the Bangladesh Telecommunication Regulation Act, 2001.
2. **“Access Lines”** means a DSO, E-1 or multiple thereof channel provided over the Licensee’ fiber optic network connecting that network to telecommunications equipment on a customer’s premises.
3. **“Access Network Service Operators (ANS Operators)”** means the PSTN, Cellular, Cable Service Provider, BWA Operators, ISPs and others who provide telecommunication services directly to the end users.
4. **“Letter of Transmittal”** means a form prescribed for applying for the License for the operation of MNPS services.
5. **“ILDTS Policy 2010”** means the International Long Distance Telecommunication Services Policy 2010 of Bangladesh.
6. **“Connection”** means the visible or invisible or logical linking of telecommunication network.
7. **“Dipping”** means use of query response system of the MNPS provider for obtaining Location Routing Number for routing a message to the called number.
8. **“Dipping charge”** means the charge payable by an Access Provider or an International Long Distance Operator, to the MNPS provider for each dipping.
9. **“Infrastructure”** means all telecommunication related equipment (Hardware and Software) including MNPS equipment.
10. **“Lease”** means providing authority to others for using telecommunication transmission facilities for telecommunication purpose in consideration for a rental.
11. **“Lease Term”** means the period for which the Lease is valid.
12. **“Lessee”** means any person or legal entity that receives the award of the lease.
13. **“Porting”** means the process by which, a mobile subscriber can shift to another operator of their own choice, while retaining their old number.
14. **“Porting Charge”** the charge defined for the successful porting usually paid by subscriber to the recipient operator.
15. **“Quarter”** means a period of three months.
16. **“Regulation”** means the regulations made from time to time by the Commission under the Act.
17. **“Systems or Lease Asset”** means the telecommunications system already built and to be built by the Licensee throughout the country.
18. **“MNPS”** means the MOBILE NUMBER PORTABILITY SERVICES for coordination of the mobile number portability process for all the operators in the industry.
19. **“Mobile Terminated (MT)”** means the voice or message traffic that terminates to a mobile operator.
20. **“Routing Numbers”** are unique number prefixes assigned by BTRC to the mobile operators for mobile number portability voice or message traffic routing.
21. **“Transfer Charge”** the charge paid to the MNPS operator by the recipient operator for every successful porting.

## SCHEDULE-2

### PRO-FORMA OF BANK GUARANTEE

[Non-Judicial Stamp]

[Date]

[Name of Bank] (Hereinafter called the Bank)

[Address]

To: The Bangladesh Telecommunication Regulatory Commission

[Address]

**Subject: Bank Guarantee No.: .....dated:..... for BDT 10 (Ten) Crore only in favour of  
"The Bangladesh Telecommunication Regulatory Commission" as Bank  
Guarantee.**

Dear Sir,

This Bank Guarantee (hereinafter called the Guarantee) is issued pursuant to the clause..... of the License no. ----- dated: ----- for operating and maintaining of Mobile Number Portability Services in the country granted to ----- (hereinafter called the licensee) by the Bangladesh Telecommunication Regulatory Commission (hereinafter called the Commission) under the Bangladesh Telecommunication Regulation Act, 2001.

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

If the Licensee failed to start their operation with capacity of porting and routing of at least 1% of the total mobile subscribers of the country within 180 days from the date of issuance of the license, the Commission will encash 25% of bank guarantee without giving any reason. If the porting & routing capacity of at least 5% of total mobile subscribers is not fulfilled within 1 (one) year from the starting of operation, the Commission will encash 25% of bank guarantee without giving any reason. In case of fulfillment of the rollout target by the Licensee for each case mentioned above, 25% of bank guarantee will be released in favour of the Licensee. Remaining 50% of the Bank Guarantee shall be kept as security deposit for any kind of outstanding. The Commission reserves the right to encash the Bank Guarantee to any extent up to the guarantee amount in total to realize the outstanding dues of the licensee. When the full bank guarantee will be encashed by the Commission for failure of commencement, the Commission will take necessary action to cancel the License.

The Bank hereby irrevocably guarantees and undertakes to pay to the Commission, any or all sums up to the amount stipulated in Form-1 and annexed hereto and in accordance with the following terms and conditions:

- (a) Payment shall be made by the Bank within the 2 (two) days of the receipt of any written demand by the Commission;
- (b) The written demand by the Commission is made substantially in the form in the annexed Form-1 and executed by an authorized representative of the Commission;

- (c) Payment is made unconditionally and without reservation including the need for any reference to a third party or the Licensee and without the need for any evidence or proof;
- (d) Payment is to be made in BDT by crossed cheque in favour of The Bangladesh Telecommunication Regulatory Commission.

This Guarantee shall be irrevocable and shall remain in force for the total tenure of MNPS license. The Guarantee will be expired on .....

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 Form-1 and Form-2 or the Licensee has achieved all its targets under terms and conditions of the License and this has been confirmed in writing by the Commission.

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

Signed by,

for and on behalf of:

Name of Bank

Witnessed by:

1.

2.

Signature

Signature

Name

Name

Address

Address

Date

Date



**FORM-1**

**FORM FOR REDUCTION OF GUARANTEED AMOUNT OF THE  
BANK GUARANTEE**

[Letterhead of Licensee]

[Date]

To: The Bangladesh Telecommunication Regulatory Commission

[Address]

Dear Sir,

**RE: REQUEST FOR REDUCTION IN BANK GUARANTEE**

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

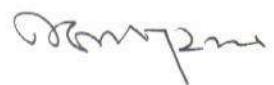
We confirm that we have discharged all of our obligations under the License and have achieved the target as per clause No.....of the license.

We wish to request that the Guarantee be reduced accordingly.

[Name of authorized representative of Licensee]

for and on behalf of

[Licensee]



**FORM-2**  
**WITHDRAWAL REQUEST FORM**

[Letterhead of the Commission]

[Date]

To: [Name of Bank]  
[Address]

**Subject: Request For Payment Of Bank Guarantee Against Security Deposit.**

Dear Sir,

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

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

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

[Name of Authorized Representative of the Commission]

for and on behalf of

Bangladesh Telecommunications Regulatory Commission

*Arman Zaman*

## SCHEDULE-3

### MNPS Technical Requirements for Bangladesh

The **MOBILE NUMBER PORTABILITY SERVICES** to be installed must meet the following minimum technical criteria provided by BTRC.

#### **1. General Requirements**

1.1 The MNPS shall contain two major components – Number Portability Clearing House (NPCH) and the Centralized Number Portability Database (CNPDB) logically. The NPCH is responsible for handling the workflow related to number portability. The CNPDB is responsible for storing and distributing the number portability reference data.

#### **2. Call & Message Routing**

2.1 Originating mobile operators shall take the responsibility of ensuring correct routing of calls and messages.

- A unique Routing Number shall be allocated to each mobile operator in Bangladesh for number portability call routing
- For all Mobile Terminated (MT) calls, the originating mobile operator have to add the Routing Number of the terminating mobile operator as the prefix of destination number
- Inter-Connection exchange (ICX) operator need to configure these new Routing Numbers to their network equipment, and therefore MT calls can be routed correctly to the terminating mobile operator

#### **3. Platform and Hosting**

3.1 The MNPS shall contain a production system and a disaster recovery system located at separate geographic sites in Bangladesh and connected with sufficient IP bandwidth. The minimum distance between the sites shall be 30 kilometers.

3.2 Staging Platform – the Licensee shall provide a staging platform for new software release testing and training purposes.

3.3 The MNPS hardware platform operating system shall be based on commercially available products such as the LINUX and the UNIX operating system. Over the operating system, application server, messaging server and database engines can be installed. The application servers, messaging servers and the database engines shall be commercially supported software.

3.4 The third party hardware and software platform shall be commercially supported. Proprietary software and hardware shall be avoided.

3.5 The platforms shall be hosted in a data centre environment with reliable power supply, temperature control and humidity control.

## 4. NPCH

4.1 The NPCH have to support the following workflows related to number portability service to Bangladeshi mobile subscriber:

- Number porting process – a process which ports a number from the donor to the recipient
- Subscription termination process – a process which returns a ported number to the number range holder
- Subscription suspension process – a process which suspends a postpaid subscriber if he does not settle the overdue payments at the donor end

### 4.2 NPCH Interfaces

The solution must be able to interface with the mobile operators' systems via automated interface:

#### 4.2.1 API Interface

The solution shall provide an API such as Simple Object Access Protocol ("SOAP") interface for mobile operator access to and communication with the centralized system for automated processing of porting requests.

### 4.3 Number Porting Process

4.3.1 Recipient Initiated – A number port order shall be submitted by the recipient. The number port order shall contain the subscriber number, subscriber identification number, National ID, preferred transfer time period, recipient id, donor id, recipient routing number, etc.

4.3.2 Single or Multiple Number Port Orders – A number port order can contain a single or multiple phone numbers. If multiple phone numbers are submitted, the whole group shall be approved or rejected by the donor at the same time.

4.3.3 Donor Response – The donor shall approve or reject a port order within the timeout limit. If an order is rejected, the response code of each number within the group shall be provided by the donor. For the port rejection message sent from the donor to the recipient, up to 3 response codes can be contained in the negative response message.

4.3.4 NPCH Initiated Deactivation – When the transfer time commences, the NPCH shall send a service deactivation request to the donor to deactivate the subscriber. The donor shall respond to the service deactivation request message to indicate whether the subscriber is deactivated.

4.3.5 Activation and Routing Number Broadcast – After the subscriber is deactivated, the NPCH shall send a service activation request to the recipient to activate the subscriber and let the CNPDB to broadcast the Routing Number to all the relevant operators in parallel. The broadcast action may not wait after the recipient has acknowledged the activation request.

4.3.6 Port Cancellation – A port order can be cancelled by the recipient or the NPCH only. The donor is not allowed to cancel an order. After an order is cancelled at the NPCH, notifications shall be sent to the recipient and the donor.

#### 4.4 Porting Windows

The system shall be operating during the porting windows, which is defined as 0900hr~2300hr, from Saturday to Thursday, excluding all officially declared public holidays announced by the Government of Bangladesh. The number portability workflows shall be carried out during the porting windows.

#### 4.5 Error Detection & Error Codes

4.5.1 The NPCH shall verify the incoming API messages to ensure they are compliant to the rules published in the interface specification. If an incoming API message does not comply with the rules, a API fault indication shall be returned to the sender.

4.5.2 For API messages received from the operator system, the NPCH shall verify whether they are valid messages regarding to the message source, message contents and message integrity. Passing the contents to the other operator without verification shall not be allowed.

- a. Valid request messages shall be accepted and further processed. A positive response message shall be given to the sender when a request message is accepted.
- b. For invalid request messages, the NPCH shall reject them with a reject message. For each error condition, a proper error code shall be given.
- c. NPCH shall enable an operator to determine whether a request message is accepted or rejected based on the response message.

#### 4.5.3 Timer Configurations

NPCH shall support timer configurations to govern the various timeout scenarios. If a timer is violated, NPCH shall send an alert to the either one or both operators to let them aware of the situation.

It shall be possible to configure and change timing values at any time throughout the operation of the centralized system.

4.5.4 The donor shall reject an order only under a fixed list of reasons. The list of reasons is defined by BTRC and may be changed when it is needed. The list of reasons shall include, but not limited to:

- a. The telephone number is not held by a customer of the donor
- b. The customer fails to provide adequate identification that he or she is the legitimate account holder
- c. The telephone number and customer ID do not match the data held by the donor

- d. Double porting (porting request while a previously started porting process associated with that number is not finished yet)

- e. Requests associated with inactive numbers

4.5.5 If the interface to certain operators encounters issues, the NPCH shall not stop processing other operators' messages.

#### 4.6 Message Retries

4.6.1 A message shall be buffered and retried if the receiver side does not acknowledge the message in the transport level.

4.6.2 For a service deactivation request sent from the NPCH to the recipient, it shall be retried if the receiver does not confirm with positive service deactivated response message within the timeout period.

4.6.3 For a service activation request sent from the NPCH to the recipient, it shall be retried if the receiver does not confirm with a positive service activated response message within the timeout period.

### 5. CNPDB

5.1 The CNPDB have to support the following work flows related to number portability

- Differential routing information PUSH
- Reference database partial download PULL by time period and number list
- Reference database full download PULL

#### 5.2 CNPDB Interface

##### 5.2.1 API Interface

For the differential routing data PUSH, the CNPDB shall actively push the ported subscribers' routing information to the operator gateway.

##### 5.2.2 Web GUI Interface

For reference database download by data PULL, the Web GUI shall provide a menu for the user to request for download. The resulting file shall be downloadable from the Web GUI through HTTP/HTTPPS.

#### 5.3 Routing Data PUSH

##### CNPDB Data PUSH

After a mobile phone number is ported by the NPCH, the CNPDB shall push the routing information to all the relevant operators. The routing information shall contain at least the subscriber number, the Routing Number, add/delete/modify operation, various operator IDs and cutoff time.

A single PUSH message shall be able to contain a batch of phone numbers.

#### 5.4 Error Detection & Error Codes

The NPCH shall verify the incoming API messages to ensure that they are compliant to the rules published in the interface specification. If an incoming API message does not comply with the rules, a API fault indication shall be returned to the sender.

#### 5.5 Message Retries

A message shall be buffered and retried if the receiver side does not acknowledge the message in the transport level.

### 6. Error Monitoring

6.1 The system shall maintain a log of all transactions, including all attempts to access the system, as well as all messages which come into or leave the system, and all database updates or modifications that occur as a result of processing any of these messages.

6.2 If any problem occurs while processing a message, the logs shall indicate:

- the nature of the problem, e.g. a database unique constraint violation
- the time of the problem
- the contents of the message that caused the problem, including the particular port for which the message applies, the donor, the recipient, the originator of the message
- the entry point

6.3 If the problem occurs while attempting to send a message, the logs shall indicate:

- the nature of the problem
- the time the problem occurred
- the contents of the message that was not able to be sent successfully

### 7. Capacity

7.1 An overview of the Bangladesh telecommunications market is as follows:

- There are estimated to be over 130 million mobile numbers in service in Bangladesh
- There are 6 (six) mobile operators in Bangladesh
- An initial successful porting rate is estimated to be 5% in the first year
- The rate is expected to stabilize at 7% from third year and onwards

7.2 The Licensee is expect to take care the capacity over the licensed period

7.3 The CNPDB shall be able to hold at least 10% of total subscribers and associated network routing numbers

## 8. Statistics and Reports

8.1 The system shall provide statistics reports that can be filtered and download from the Web GUI interface.

8.2 The statistics report shall be generated on per industry or on per operator basis.

8.3 For the per operator reports, an operator can only read the statistics related herself only. An operator cannot read the statistics count which she did not participate in the process. An operator can select her role (e.g. donor or recipient) when generating the reports.

8.4 The following statistics reports are required at minimal:

8.4.1 Process Summary Reports – For each number portability process, provides the statistic counts of the number of request submitted, request failed, timeout, cancelled, in progress, etc.

8.4.2 Failure Reason Reports – For requests rejected by the NPCH or by the peer operators, provides the statistic counts of the failure reason.

8.4.3 CNPDB Data PUSH/PULL Report – Statistics on how many records that the CNPDB pushes to each operator and how many of them are success/fails; Statistics on how many full/partial reference database downloads are requested by each operator.

## 9. Backup & Retention

9.1 The system shall provide the capability to perform online incremental backups. The back-up interval shall be configurable.

9.2 The system shall support full and incremental backups. Incremental database back-ups shall be performed every night for the changes that occurred since the previous nightly back up. Full database back-ups of the production system shall be automatically performed at least once per week.

9.3 The backup copy shall be able to restore the system to the state when the backup was taken. The backup copy shall contain operating system, application software and number portability service data.

9.4 It must be possible to restore either an incremental or full environment.

## 10. Training

The License shall provide training sessions to the operators at the BTRC locations in Dhaka to ensure that they are familiar with:

- Number portability workflows
- API integration

- Network integration
- Web GUI usage
- On-going operation procedures

## 11. Documentation

The Licensee shall provide the following documentations for the whole industry to follow:

- NPCH/CNPDB workflow documentation
- NPCH/CNPDB operator interface documentation
- NPCH/CNPDB end user documentation
- Inter-operator test plans & templates
- Operation procedures and contact lists

## 12. Operation and Support

### 12.1 Helpdesk

12.1.1 The Licensee shall operate a helpdesk for serving the operators in Bangladesh. The helpdesk shall provide fault resolution service, technical query service, preventive update service and change request service.

12.1.2 Operating Hours – The helpdesk shall be operating from 0900~1800hr of every working day except national public holidays offered by Government of Bangladesh.

12.1.3 Non-operating Hours – Out of the operating hours, the Licensee shall provide emergency support services. Emergency support phone numbers and escalation points shall be provided to operators of the industry to contact the technical staffs of the Licensee.

### 12.2 Managed Support Service

12.2.1 The Licensee shall carry out managed support service to ensure that the MNPS is running properly during its service hours. Managed support service includes, but not limits to, alarm monitoring, health checking, preventive maintenance, configuration management, security control and system backup.

12.2.2 Accounting – The Licensee shall setup a standard accounting procedure for obtaining the usage statistics of each party in the industry. The statistics may be used for billing purpose depending on the business plan of the Licensee.

12.2.3 Alarm Monitoring – The Licensee shall have an alarm monitoring system to monitor the healthiness of the system. Actions shall be taken to restore the system in case of service affecting issues occur.

12.2.4 Security Control – The License shall take reference to recognized security models in security control. Physical security, network security, server security and access control shall be taken care of. Proper user access and user right approval procedure shall be implemented.

### 13. Availability

- 13.1 The MNPS shall be designed for high availability and continuous operation. All major hardware components, including router/firewall, web servers, application servers and database servers shall include redundancy.
- 13.2 It must be available (as a minimum) during the operating hours of the number portability workflows. During non-operation hours, the Licensee can schedule for system maintenance.
- 13.3 The service availability of the NP services shall be at least 99% on a monthly basis, measured from the first day of each calendar month.
- 13.4 Downtime caused by any of the following events shall not be counted in the calculation of monthly service availability:
  - a. The scheduled maintenance of the MNPS
  - b. BTRC requested shutdown of the MNPS
  - c. A force majeure event
  - d. Failure of operator provided facilities
- 13.5 Depending on other operators' capability, the system shall be able to recover from a failure without operator intervention. The system shall have a persistent state. After a recovery, it shall resume the operation in the same state with minimal differences.

### 14. Query Response System

- 14.1 The MNPS shall provide an optional Query Response service that supports real-time database dipping from mobile operators, ICXs and other providers as necessary.
- 14.2 The Query Response service shall have the following characteristics:
  - Open, configurable, SOAP/XML interface for real-time number portability data synchronization with the CNPDB in the MNPS.
  - High availability of provisioning number portability updates from the MNPS into the query platform.
  - Supports industry standard ENUM, XML and SIP query protocols.
  - Configurable service logic and query signaling to meet Bangladesh-specific needs.
  - Support projected query volumes in the busy hour.
  - Query service availability of 99.999%.

## SCHEDULE-4

### Industry Code for MNPS in Bangladesh

#### 1. INTRODUCTION

BTRC gives emphasis to this Industry Code describes the business process framework for the implementation and operation of MOBILE NUMBER PORTABILITY SERVICES (MNPS) in Bangladesh.

#### 2. PURPOSE AND SCOPE

- (1) The purpose of the Code is to:
  - (a) Encourage orderly introduction and development of MNPS using competitively neutral and non-discriminatory processes;
  - (b) Prevent and abolish discrimination in the provision of MNPS Services, ensuring fair competition;
  - (c) Ensure minimum disruption of service to the subscriber during a port;
  - (d) Encourage competition among Mobile Operators; and
  - (e) Promote and safeguard the interests of Bangladeshi consumers by ensuring reliable and fairly priced MNP Services.
- (2) The scope of the Code is to:
  - (a) Describe clear eligibility conditions for porting of mobile telephone numbers;
  - (b) Define procedures between Mobile Operators to enable a mobile subscriber to retain their Telephone Number when transferring from one Mobile Operator to another Mobile Operator;
  - (c) Specify time limits for completion of various steps by each player in the chain, i.e., the Donor Operator, Recipient Operator and the NPCH; and
  - (d) Define rights and obligations of various stakeholders of Bangladesh, i.e., the Donor Operator, the Recipient Operator, and the NPCH.

#### 3. DEFINITIONS

The following words and expressions in this Code shall have the meaning assigned to them, unless there is anything in the subject or context repugnant to such construction, that is to say:

- (1) **“All Call Query or ACQ”** means that Originating operator shall be responsible and have the capability to route the call or SMS to the correct terminating network by looking-up local Number Portability Database or Reference Database;

- (2) "**CNPDB**" means the database that stores all ported numbers and their associated routing information for Bangladesh;
- (3) "**NPCH**" means a centralized computing system to which Mobile Operators connect in order to process port requests from mobile subscribers and enable Mobile Number Portability;
- (4) "**Donor Operator or Donor**" means a Mobile Operator to whose network the mobile number belongs at the time the subscriber makes a request for porting;
- (5) "**Number Portability Database or NPDB**" means the local database maintained by a Mobile Operator, PSTN Operator, Interconnection Exchange Service Providers and International Gateway Service Providers that stores the details of all ported mobile numbers;
- (6) "**Routing Number**" means the number assigned to every Mobile Operator for the purpose of enabling calls and SMSs to be routed to a ported mobile number;
- (7) "**Mobile Operator**" means the holder of a Cellular and/or GSM Mobile Telecom Operator license;
- (8) "**Interconnection Exchange (ICX)**" refers to switching system which provides interconnections among the existing/future telecommunication network of the operators and allows monitoring, Lawful Interception (LI) facilities and roaming number portability;
- (9) "**International Gateways (IGWs)**" are switching systems through which international voice traffic (VoIP and Clear Channel) is sent and received. IGW allows physical monitoring of the traffic flow;
- (10) "**Mobile Number Portability or MNP**" means the facility which allows a subscriber to retain their mobile telephone number when he/she moves from one Mobile Operator to another irrespective of the mobile technology or from one cellular mobile technology to another of the same Mobile Operator;
- (11) "**Mobile Number Portability Licensee**" means the neutral third party entity licensed by the BTRC to provide MNP Services to Mobile Operators in Bangladesh;
- (12) "**No Service Period**" means the period of time between the disconnection of the mobile telephone service to the porting subscriber by the Donor Operator and the activation of mobile telephone service, on porting, by the Recipient Operator;
- (13) "**Number Range Holder**" means a Mobile Operator who was originally allotted that number range to which the ported number belongs;
- (14) "**Per Port Transaction charge**" means the charge payable by the Recipient Operator to the MNP Licensee for processing the porting request in respect of a mobile number;
- (15) "**Porting**" means the process of moving, by a subscriber, of their mobile number or numbers from one Mobile Operator to another Mobile Operator or from one

mobile technology to another or from one service to another service of the same or any other Mobile Operator;

(16) **“Porting Charge”** means such charge as may be levied by a Recipient Operator from a subscriber for porting their mobile number;

(17) **“Recipient Operator or Recipient”** means a Mobile Operator who shall be providing mobile telecommunication service to the subscriber after porting; and

(18) **“Subscriber”** means any person or legal entity that avails the mobile telecommunication service from a licensed Mobile Operator.

#### 4. PORTING AVAILABILITY AND ELIGIBILITY

- (1) MNP shall be applicable mobile telephone numbers only.
- (2) Only mobile to mobile porting shall be allowed. Mobile to fixed or fixed to mobile porting shall not be allowed.
- (3) Every Mobile Operator shall facilitate in its entire network, MNP to all Bangladeshi subscribers, both pre-paid and post-paid and shall, upon request, provide the same on a non-discriminatory basis.
- (4) A mobile subscriber in any territory in Bangladesh can port and shall not be restricted.
- (5) In the case of a subscriber with multiple phone numbers to port, an authorized representative can be elected.
- (6) A subscriber shall be allowed to initiate a port with the operators on a phone, Internet website or at a retail outlet.
- (7) The BTRC and the operators shall have an obligation to educate mobile subscribers of the definition and availability of MNP in Bangladesh through various means such as print and electronic media.
- (8) Eligibility Criteria for making a porting request - Every subscriber shall be eligible to make a request for porting his/her mobile number provided that:
  - (a) A period of ninety (90) days has expired from the date of activation of their mobile connection in the case of a mobile number not ported earlier; or from the date of activation of their mobile number after its last porting, in the case of a mobile number has been ported earlier;
  - (b) There is no pending request for change of ownership of the mobile number;
  - (c) The mobile number sought to be ported is not sub-judice – the number is currently the subject of a legal matter
  - (d) Porting of the subject mobile number has not been prohibited by a Court of Law.

- (9) The maximum time period for the completion of the porting process shall be three (3) days.
- (10) Operators are required to implement All Call Query method to route calls and SMSs to ported numbers.
- (11) The Originating operator shall be responsible to route the call or SMS to the correct terminating network.

## 5. PORT INITIATION PROCESS

- (1) Request for porting of mobile number - Every subscriber who desires to port his/her mobile number shall approach the Recipient.
- (2) The subscriber shall complete a customer acquisition form in such format as specified by such Recipient, whose contents may be specified by The BTRC, such as customer information and details about the telephone number.
- (3) The customer acquisition form shall incorporate:
  - (a) The eligibility criteria as specified in section 4, clause (3);
  - (b) In the case of a pre-paid subscriber, an undertaking by the subscriber to the effect that he/she understands and agrees that, upon porting of the mobile number, the balance amount of talk time, if any, at the time of porting shall lapse; and
  - (c) Such details of the subscriber as mandated by the licensor or by The BTRC from time to time.
- (4) Each porting request shall be accompanied by:
  - (a) All documents as applicable to a new subscriber; and
  - (b) A copy of the last bill, in the case of a post-paid subscriber.
- (5) The subscriber shall, with their request for porting, is not obligated to pay a porting fee to the Recipient.
- (6) The Recipient, upon receipt of the porting request from a subscriber, shall verify if the customer acquisition form is accompanied by all documents as specified by The BTRC specified in clause (4) above.
- (7) The Recipient shall record in the customer acquisition form that they have seen the subscriber and verified his/her documents with their respective originals and found them to be in order.
- (8) The Recipient shall, (excluding Fridays and public holidays), forward the mobile number and the date on which the porting request is made by the subscriber to the Licensee of BTRC.

(9) The Recipient shall be liable to pay a Per Port Transaction charge in respect of each porting request forwarded by it to the NPCH.

(10) On receipt of the porting request, the NPCH shall verify from the CNPDB whether the mobile number has been ported earlier and, if so, whether a period of ninety (90) days has elapsed from the date of its last porting:

- (a) Where a period of ninety (90) days from the date of last porting has not elapsed, the Licensee of BTRC shall not take any action on the request and shall inform the Recipient accordingly and the Recipient shall communicate the same to the concerned subscriber.
- (b) In all other cases, the NPCH shall verify whether any porting request in respect of the same mobile number is already pending and, if so, it shall reject the current request for porting and communicate such rejection to the Recipient who forwarded such request, who shall, thereupon, communicate the same to the subject subscriber.

(11) In case there is no pending porting request in respect of the same mobile number, the Licensee of BTRC shall forthwith forward the details of such request to the Donor seeking their clearance for such porting.

(12) Upon receipt of the details of the porting request, the Donor shall, (excluding intervening Fridays and public holidays), verify such details and communicate to the Licensee:

- (a) Where it finds that the porting request falls under any of the grounds of rejection of porting requests as specified in clause (13), the details of the specific ground or grounds, as the case may be, on which it has any objection to the porting of the number from its network; or
- (b) Where it finds that the porting request is not covered under any of the grounds of rejection of porting requests as specified in clause (13), its clearance for the porting of the mobile number:

(13) Grounds for rejection of porting request by Donor--- A request for porting of a mobile number shall not be rejected by a Donor on any ground other than the following grounds, namely:-

- (a) The porting request has been made before the expiry of a period of ninety (90) days from the date of activation of a new connection;
- (b) For post-paid subscriber, if the subscriber fails to pay the last billed amount within 15 days of porting
- (c) A request for change of ownership of the mobile number is under process;
- (d) The mobile number sought to be ported is sub-judice; – the number is currently the subject of a legal matter
- (e) Porting of the mobile number has been prohibited by a Court of Law; and

(f) There are contractual obligations in respect of which an exit clause has been provided in the subscriber agreement but the subscriber has not complied with such exit clause.

(14) Upon receipt of the communication from the Donor, the NPCH shall:

- (a) Where the Donor has indicated the grounds for rejection of the porting request under clause (13), forthwith communicate the same to the Recipient; or
- (b) Where the Donor has indicated its clearance of the porting request under sub-clause (b) of clause (12), or has failed to communicate either its clearance or its objection for the porting of the mobile number, as the case may be within the time specified under clause 12,

(15) The NPCH shall fix the date and time of porting under sub-clause (b) of clause (14) in such manner that the porting shall be within seventy two (72 hours)

(16) Where the NPCH has communicated the grounds for rejection as indicated by the Donor to the Recipient, the Recipient shall communicate the same, in writing or through SMS, to the concerned subscriber.

(17) Where the NPCH has communicated the date and time of porting of such mobile number and the anticipated No Service Period to the Donor and to the Recipient, the Recipient shall communicate the same to the subscriber telephonically or through SMS or through an automated voice message

(18) Withdrawal of porting request - A subscriber may, within twenty-four (24) hours of making a request for porting, withdraw such request by informing the Recipient in writing:

- (a) Where the Recipient has not forwarded the porting request to the Licensee of BTRC till receipt of the information regarding withdrawal of the request, it shall not take any further action on such porting request.
- (b) In the case where the Recipient has already forwarded the porting request to the NPCH, before receipt of the information regarding withdrawal of the request, it shall forthwith inform the NPCH about the withdrawal of the porting request and NPCH shall forthwith inform the Donor about the withdrawal of the porting request.
- (c) In cases covered under sub-clause (b) above, the Recipient shall be liable to pay the applicable Per Port Transaction charge to the Licensee of BTRC.

## 6. PORT ACTIVATION

(1) At the date and time of porting fixed by the Licensee, the NPCH shall communicate to the Donor its instructions for disconnection of the mobile number and the Donor shall, immediately and in any case within one (1) hour of receipt of such instructions:

- (a) Comply with such instructions; and
- (b) Report compliance of such instructions to the NPCH

- (2) Upon receipt of the report of compliance from the Donor or the expiry of one (1) hour, whichever is earlier, the NPCH shall communicate to the Recipient its instructions for activation of the mobile number;
- (3) Upon receipt of the instructions for activation of the mobile number the Recipient shall, immediately and in any case within one (1) hour of receipt of such instructions, -
  - (a) Comply with such instructions; and
  - (b) Report compliance of such instructions to the Licensee;
- (4) Upon receipt of the report of compliance from the Recipient, the NPCH shall send notifications with information of ported mobile number together with Routing Number to all Bangladeshi Mobile Operators, Licensed Telecommunication Operators and to other authorized entities who shall update their respective local Number Portability Databases.

## **7. STAKEHOLDER RIGHTS AND OBLIGATIONS**

- (1) Rights and obligations of Donor Operator:
  - (a) The Donor shall continue to provide all subscribed telecommunication services to the subscriber who has sought porting of his/her mobile number till the disconnection of the mobile number in accordance with the provisions of section 6, clause (4).
  - (b) Upon disconnection of a mobile number, the Donor shall refund to the subscriber all amounts due to such subscriber on account of refundable payments or deposits made by such subscriber to the Donor.
  - (c) The Donor shall maintain records of all mobile numbers ported out by it and all mobile numbers for which porting requests have been rejected by it for a minimum period of twelve (12) months from the date of porting or the date of rejection of request, as the case may be.
- (2) Rights and obligations of Recipient Operator:
  - (a) The Recipient shall pay to the Licensee, a Per Port Transaction charge at the rate as specified by The BTRC from time to time, within fifteen (15) days of receipt of the bill from the Licensee or within such other time limit as may be mutually agreed upon.
  - (b) The Recipient shall maintain records in respect of all mobile numbers for which porting requests have been rejected, for a minimum period of twelve (12) months from the date of rejection of such requests.
  - (c) In case, after porting of a mobile number to the Recipient's network, there is disconnection of the mobile number for any reason other than the reason specified in sub-clause (d) above, the Recipient shall, after ninety (90) days of such disconnection, inform the NPCH about such disconnection with a request for reversal of such mobile number to the Number Range Holder.

(3) Rights and obligations of MNP Licensee:

- (a) The Licensee shall make all efforts to facilitate expeditious porting of mobile numbers through effective coordination with the Donor and the Recipient.
- (b) The Licensee of BTRC shall use the CNPDB only for the purpose of porting and not for any other purpose.
- (c) The Licensee shall generate specific sets of statistics regarding the number of porting requests received, the number of ports carried out successfully and the number of failed port requests with reasons for failures.
- (d) Upon receipt of a communication under clause (2), sub-clause (d) or under clause (2), sub-clause (e), from the Recipient about disconnection of a ported mobile number, the NPCH shall forthwith -
  - (i) Remove the number from its CNPDB;
  - (ii) Update the Local Number Portability Databases of all Mobile Operators, Licensed Telecommunication Operators and to other authorized entities; and
  - (iii) Restore the mobile number to the Number Range Holder.
- (e) The Licensee of BTRC shall prepare bills with the relevant details in respect of Per Port Transaction charges to the concerned Recipients on a monthly basis and shall deliver such bills to the concerned Recipients for each month before the tenth (10th) day of the following month or at such periodic intervals and within such time limits as may be mutually agreed upon.
- (f) In case a Recipient fails to pay the bill for Per Port Transaction charges within the time limit specified in clause (2), sub-clause (a), the Licensee, before taking any action, shall issue a notice to such Recipient, the period of which shall be not less than fifteen (15) days, calling upon such Recipient to make payment of the outstanding dues within such period.
- (g) Notwithstanding the issue of notice to the Recipient under sub-clause (f) above, the Licensee shall in no case discontinue the provision of MNP Services to such defaulting Recipient.

(4) Obligations of Mobile Operators, National Long Distance Operators and International Long Distance Operators:

- (a) All Mobile Operators, ICXs, National Long Distance Operators and International Long Distance Operators must act in a competitively neutral and non-discriminatory manner and shall facilitate Porting through principles and processes that are consistent with sections 5 and 6.
- (b) All existing interconnect agreements or arrangements between Mobile Operators, ICXs, National Long Distance Operators and International Long Distance Operators shall, upon the coming into force of these regulations, stand amended

so as to conform to the provisions of these regulations as regards routing of calls and SMSs to and from ported mobile numbers.

- (c) Every Mobile Operator and every International Long Distance Operator providing Access service to any Mobile Operator shall, within thirty (30) days of coming into force of this Code or before commencement of Access Service, shall establish fail-proof connectivity from its Operator Gateway to the Production and Disaster Recovery systems of the NPCH at its own cost.
- (d) The Recipient shall pay a port request fee to the Licensee for porting a subscriber.
- (e) Every Mobile Operator on whose network a call or SMS originates shall be responsible for the correct routing of such call or SMS.
- (f) All International SMS must be “port corrected” within the national boundaries of Bangladesh.
- (g) Every Mobile Operator, ICX and International Long Distance Operator shall put in place suitable mechanism for safeguarding the data provided by porting subscribers from unauthorized interception or unauthorized access and shall ensure that such data is used solely for the purpose of porting of mobile numbers and shall not use such data for any other purpose:
- (h) The provisions of sub-clause (f) above shall not prevent access to such data for monitoring purposes to the designated security agencies.
- (i) The Licensee of BTRC shall enable access by both Commission and Bangladesh Security Agencies to the NPCH and CNPDB system for any information associated with lawful intercepts.

Porting of subscribers from one technology (viz., CDMA to GSM or vice versa) within an operator network shall require the operator to pay the NPCH the same fee as porting of subscribers between the operators set forth by Commission.

In the case of Mergers and Acquisitions within the Operators in Bangladesh, all the ported numbers shall have to be supplied to the newly formed operator at a fee to the NPCH.

New mobile operator entrants shall be allowed to offer MNP and all the port corrected data shall be provided by the CNPDB. The new entrant shall adhere to all the obligations set forth for all Operators.

  
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Regulatory Commission