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## **BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

**IEB Bhaban, Ramna, Dhaka-1000**

No. BTRC/LL/SC(270)/2008-177

Date: 31-03-2011

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

**FOR**

**ISSUING LICENSE**

**TO**

**BUILD, OPERATE AND MAINTAIN  
SUBMARINE CABLE SYSTEMS AND SERVICES**

**IN**

**BANGLADESH**

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# Bangladesh Telecommunication Regulatory Commission

IEB Bhaban, Ramna, Dhaka-1000

No. BTRC/LL/SC(270)/2008-179

Date:31-03-2011

## Invitation to offers/proposals for granting License for Submarine Cable Systems and Services

1. The Bangladesh Telecommunication Regulatory Commission (the Commission) invites offers/proposals from eligible Bangladeshi entities (resident citizens, Non-Resident Bangladeshi (NRB), proprietorships, partnerships under the Partnership Act, 1932 and companies registered with the 'Registrar of Joint Stock Companies and Firms' under the Companies Act, 1994) or joint venture with foreign entity for granting License to establish, maintain and operate Submarine Cable Systems and Services. Only entities having adequate financial, technical and organizational capability to serve in the field will apply with an updated list of their business record and record of experiences.
2. The applicant companies/partnership firms shall have to be registered with Registrar of Joint Stock Companies and Firms, as well as with the concerned chamber of commerce and industries (if applicable).
3. The prescribed application form along with general terms and conditions are included in the "Regulatory and Licensing Guidelines for Invitation of offers/proposals for Issuing License to Build, Operate and Maintain Submarine Cable Systems and Services in Bangladesh" (No. BTRC/LL/SC(270)/2008-177, Date:31-03-2011) which is available in the BTRC website: [www.btrc.gov.bd](http://www.btrc.gov.bd).
4. All applications duly sealed are to be submitted in the box kept in the Commission, IEB Bhaban, Ramna, Dhaka-1000 addressing the Chairman, Bangladesh Telecommunication Regulatory Commission at or before 12.00 hrs on 16<sup>th</sup> May, 2011. The sealed application will be opened by the representative of BTRC at 12.30 hrs in the office of the Commission on the same day in the presence of the applicants or their representatives who will be present. No application will be received after the deadline.
5. The Commission will issue maximum 2 (two) Licenses for Submarine Cable Systems and Services in Bangladesh under the International Long Distance Telecommunication Policy, 2010 and as per the terms and conditions of the guidelines made for the purpose. The Government reserves the right to reduce the number of Submarine Cable Systems and Services License.
6. The Commission shall follow the Licensing Procedure Regulations, 2004 to issue the Submarine Cable Systems and Services License as laid down in the Regulatory and Licensing Guidelines.
7. Any offers/proposals submitted which does not comply with the terms and conditions of the above regulatory and licensing guidelines, will not be accepted.
8. The Commission reserves the right to accept or reject any or all offers/proposals without assigning any reason therefor.
9. Any applicant may communicate in writing for further clarification on the subject with the Deputy Director, Legal and Licensing Division, Bangladesh Telecommunication Regulatory Commission, during office hours on working days till 17<sup>th</sup> April, 2011, which may be addressed in the BTRC website accordingly.

Deputy Director  
Legal and Licensing Division,  
BTRC



# **BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

**IEB Bhaban, Ramna, Dhaka-1000**

## **REGULATORY AND LICENSING GUIDELINES FOR ISSUING LICENSE TO BUILD, OPERATE AND MAINTAIN SUBMARINE CABLE (SC) SYSTEMS AND SERVICES IN BANGLADESH**

### **1. INTRODUCTION**

- 1.1 Bangladesh Telecommunication Regulatory Commission (hereinafter the Commission) has been empowered by and under the Section 36 of the Bangladesh Telecommunication Regulatory Act, 2001 (as amended) (hereinafter the "Act") with the prior approval of the Government to issue Licenses for the operation and provision of telecommunication services and to determine the eligibility criteria and other general terms and conditions of Licenses.
- 1.2 Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue Guidelines on Licensing procedure to build, operate and maintain SC Systems and Services in Bangladesh as envisaged in the Licensing (Procedure) Regulations, 2004 (as amended).
- 1.3 These Guidelines, along with the terms and conditions of the Licenses, should be read in conjunction with the Act, any subsequent legislation, and prevalent laws or sector policies framed by the Government, and other rules, regulations, decrees, orders, decisions, guidelines, directives and documents of general application issued by the Government or the Commission from time to time.
- 1.4 These Guidelines may be withdrawn, revised, updated or amended from time to time, without any prior notice, to take into consideration various factors including, but not limited to, any threat to public health, national security and statute or Court orders.

### **2. OBJECTIVES**

- 2.1 These Guidelines have been prepared taking into account the objective of the Government to ensure installation of additional SC Systems and Services to facilitate growth of Information and Communication Technology (ICT) and telecom sector through uninterrupted telecommunication services in Bangladesh.
- 2.2 These Guidelines are intended to provide an overview of the licensing and regulatory framework for Applicant(s) seeking to obtain License to build, operate and maintain SC Systems and Services in Bangladesh.

2.3 License to be issued under these Guidelines will authorize an operator to build, operate and maintain high capacity optical fiber SC Systems and Services to connect Bangladesh internationally and build, operate, maintain or arrange Optical Fiber Cable (OFC) backhaul upto Dhaka.

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### 3. DEFINITIONS, INTERPRETATIONS AND ABBREVIATIONS

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

### 4. GENERAL REQUIREMENTS

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

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

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

- He is an insane person;
- 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;
- 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;
- He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- 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;
- His License has been cancelled by the commission at any time during the last 5 (five) years;

4.2.7 If prosecution is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for any violation of the Act or License conditions;

4.2.8 He/It has not paid the outstanding dues, if any, to the Commission.

4.3 In addition to the mandatory grounds for disqualification for applying for a License referred to in clause 4.2, the Commission shall also consider whether the applicant(s) satisfies other criteria including but not limited to:

- 4.3.1 Whether the applicant(s) has sufficient management and financial capacity to operate the activities pertaining to build, operate and maintain SC Systems and Services for which the License will be awarded;
- 4.3.2 How far the issuance of the License will serve the public interest and national security.

4.4 **Scope of License**

- 4.4.1 Build, operate and maintain SC, including Domestic Cable Landing Station (DCLS) and associated works or facilities.
- 4.4.2 Build, operate and maintain or arrange OFC backhaul from DCLS to Dhaka under this license. Will use independent route with minimum 01(One) alternative.
- 4.4.3 Authorize the Licensee to sell or lease capacity to the followings, within the framework of the Licensing Guidelines and with the approval of the Commission:
  - (i) International Gateway (IGW) License holders.
  - (ii) International Internet Gateway (IIG) License holders.
  - (iii) Authorized IPLC Users.
  - (iv) Any other user authorized by the Commission

4.5 **Number of Licenses**

The Commission will issue maximum 2 (two) Licenses for Submarine Cable Systems and Services in Bangladesh under the International Long Distance Telecommunication Policy, 2010 and as per the terms and conditions of the guidelines made for the purpose. The Government reserves the right to reduce the number of Submarine Cable Systems and Services License.

4.6 **Network Rollout**

The licensee shall establish and complete the Submarine Cable (SC) Systems and Services within 24 (Twenty four) months from the date on which the license shall come into force. In case of failure of commencement within the stipulated time, 10% of the Performance Bank Guarantee will be encashed for each month or its fraction thereof. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

4.7 **Duration of License**

The duration of the License, shall initially be for a term of 20 (twenty) years. Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 10 (Ten) years in duration subject to the approval from the Commission and to such conditions, including the payment of any fees, as may be specified by the Commission under the Act.

#### 4.8 Eligibility

- 4.8.1 The Bangladesh Telecommunication Regulatory Commission (BTRC) invites offers/proposals from Bangladeshi companies/firms or joint venture companies with Bangladeshi partners, or Bangladeshi companies' joint venture with overseas companies having considerable experience in Submarine Cable Systems and Services for granting of license to establish, maintain and operate such system for use in Bangladesh.
- 4.8.2 Foreign entities (with Bangladeshi partners) must be registered with the respective Registrar of Joint Stock Companies and Firms or equivalent as well as with the concerned chamber of commerce and industries or equivalent, in those countries.
- 4.8.3 Foreign shareholding is limited to maximum 70 % (seventy 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 can be raised for the foreign part of the investment.
- 4.8.4 Any licensee of the Commission having dues or have been sued for any illegal deeds/ misuse of the license will not be eligible to participate in the evaluation until the said licensee has cleared off the dues or has been acquitted / cleared off the charges.

#### 4.9 License Awarding Procedure

- 4.9.1 The License(s) will be awarded through an evaluation process. The evaluation of the offers/proposals shall be carried out in conformity with the provisions of APPENDIX-2.
- 4.9.2 The Commission will examine each license application for eligibility.
- 4.9.3 The Commission reserves the right and authority either to accept or reject any application submitted without assigning any reason whatsoever.

#### 4.10 License Awarding Procedure

- 4.10.1 A selection method for the evaluation of applications based on submission of applicant's information/documents shall be used to evaluate the Applicant(s). The applicant(s) will be evaluated on the basis of the evaluation criteria set in Appendix-2
- 4.10.2 The Commission will examine each license application for eligibility,
- 4.10.3 The Commission, upon evaluation, will award the license to the appropriate Applicant who shall fulfill the eligibility criteria, terms and conditions of these guidelines to develop, build, operate and maintain an SC Systems and Services to access through terrestrial cables to get access to multiple submarine cables and other terrestrial cables.
- 4.10.4 The successful applicant shall be listed in a descending order according to their total score obtained in evaluation.
- 4.10.5 The applicants obtaining 1<sup>st</sup> highest and 2<sup>nd</sup> highest scores shall be primarily selected for SC licenses according to the provisions of APPENDIX-2. The total number of SC license to be issued by the Commission/Government shall be decided according to the report of the evaluation committee.
- 4.11 **Ready For Customer Service (RFCS) Date.** The SC Systems and Services should be operational and ready for customer service within 24 (Twenty four) months from the date of awarding License.

4.12 **Location of DCLS.** DCLS is to be located on the coastal The location of the DCLS will be decided by the Commission, in consultation with the Licensee, after evaluating the Marine Survey Report and other essentials.

#### 4.13 National Security, Emergencies and National Needs

4.13.1 The location of the cable (in the route) may have to be changed/ shifted or necessary additional protection measures shall have to be ensured, if so required for National Security, Gas or Oil Exploration, Harbor development considerations and for any other National needs.

4.13.2 Licensee shall facilitate and cooperate with all relevant government bodies, departments and official agencies in the event of national emergencies or where issues of national security arise.

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

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

4.15 **Access, Co-location and Landing Facilities.** Provide access, co-location and landing facilities, to other licensee(s), as and when required by the Commission.

4.16 **Additional Licenses, Permits, Authorizations etc.** Licensee will remain responsible to obtain all necessary domestic (in Bangladesh) and international licenses, permits, authorization, permissions etc. in connection with this licensing provision. The Commission may render assistance to obtain the foregoing from Bangladeshi Authorities only.

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

#### 4.18 Quality of Service (QoS) Requirements

4.18.1 The Licensee shall achieve the QoS standards as set out by the International Telecommunication Union (ITU) and also by the Commission from time to time and maintain records of the same. The Commission may inspect those records and the Licensee shall furnish certified copies of such reports to the Commission upon demand or at scheduled intervals.

4.18.2 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without prior notice and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission.

4.18.3 If the Licensee does not meet the QoS standards, the Commission may impose the penalties set out by the Commission from time to time.

#### 4.19 Inspection and Access to Information

4.19.1 The Commission or its authorized representative(s) shall have the right to enter and inspect all places, premises and cable laying or maintenance ships related to the Bangladesh portion of the SC Systems and Services, under this License.

4.19.2 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the Licensee's business for the purpose of enabling the Commission to perform its functions under the Act and provisions in the License, whenever deemed necessary.

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

4.21 **Arbitration**

4.21.1 **If both parties are Bangladeshi:** All disputes between the parties arising out of the Agreements/Memorandums of Understanding executed by the applicant, or anything arising out of such Agreements/Memorandums of Understanding shall be settled amicably within 90 (ninety) days from the date of arising the dispute, or in case of enhancement of the time limit, within so many days, as the parties shall settle mutually, on failure of which, the same shall, in accordance with the Arbitration Act, 2001, be referred to arbitration. Any decision of the Arbitral Tribunal shall be final and binding upon both the parties.

4.21.2 **If either of the parties is foreign:** Any controversy or claim arising out of the Agreements/Memorandums of Understanding executed by the applicant or its breach or regarding the interpretation of any clause thereof shall only be settled amicably within 90 (ninety) days from the date of arising of the dispute or, in case of requirement to enhance the time limit, so many days as is settled with the written consent of both parties.

4.21.3 Failing an amicable settlement as stated above, any dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration award shall be final and binding on both parties. The place of arbitration shall be Dhaka or any other place(s) as agreed by the parties and the language of arbitration shall be English. The arbitrators shall not be any of the employees or shall not have any interest in the business of the parties to the dispute, and shall have to be professionally qualified to deal with the intricacies and technicalities of the dispute. The parties shall bear the cost of the arbitration equally. The right to arbitrate disputes shall survive the termination of such Agreements/Memorandums of Understanding.

4.22 **Existing Submarine cable:** These guidelines will also be applicable for the existing submarine cable owned by BSCCL or its successors and the financial implications will also equally be applicable for them to comply with.

4.23 **Mutual Restoration with SMW4:** Licensee shall make arrangement with BSCCL for mutual restoration and redundancy with the new cable system.

## 5. INITIAL PUBLIC OFFERING

Each Licensee shall float Initial Public Offer (IPO) as per the policy/guidelines/directions/rules of the Security Exchange Commission of Bangladesh and in accordance with other prevailing laws of Bangladesh within 8 (eight) years from the date of awarding Licenses. No permission will be required from the Commission for transfer of shares in Secondary Market after floating IPOs.



## 6. FEES AND CHARGES

### 6.1 Fees and Charges

1.	Application Fee	Taka 2 Lac (Taka two lac)
2.	License Acquisition fee	Taka 10 crore (Taka ten crore)
3.	Annual License Fee	Taka 3 crore (Taka three crore)
4.	Gross Revenue Sharing	3 % (Three Percent)
5.	Performance Bank Guarantee	Taka 5 crore (Taka five crore)
6.	Security deposit	Taka 1 crore (Taka one crore)

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

6.3 **Application fee:** The applicant shall submit the application fee of Taka 2 (two) Lac only in the form of pay order / bank draft and payable in favour of Bangladesh Telecommunication Regulatory Commission with the offers/proposals which is non refundable.

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

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

6.5.1 **Annual License Fee.** A sum of Taka 3 crore (Tk. three crore) payable by the Licensee in advance from the first anniversary of the date of issuance of the License; and

6.5.2 **Gross Revenue Sharing.** No Revenue (0%) shall be shared for the first year of operation (from RFCS date). The offerer to pay 3% (three percent) of the annual audited gross revenue of the Licensee, which to be paid on a quarterly basis within the first 10 (ten) days at the end of each quarter. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 (ninety) days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off any excess amount against quarterly payments in the next year. The percentage of revenue to be shared may be changed from time to time by the Commission and the licensee shall abide by it.

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

## 7. PERFORMANCE BANK GUARANTEE

7.1 The licensee shall submit Performance Bank Guarantee of Taka 05 crore (Tk. five crore) in favor of Bangladesh Telecommunication Regulatory Commission within 30 (thirty) days from the date of issue of the license according to the format given in SCHEDULE-2 of APPENDIX-4.



7.2 The minimum validity of the Performance Bank Guarantee shall be 03 (three) years from the date on which the license shall come into force, in a prescribed form as designed by the Commission issued by a scheduled bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. 127 of 1972)].

7.3 After establishment of the SC Systems and Services within the stipulated time to the satisfaction of the Commission as per Technical Requirements appended as Schedule-2 herein, the Performance Bank Guarantee shall be released in favour of the Licensee. In case of failure of commencement within the stipulated time, 10% of the Performance Bank Guarantee will be encashed for each month or its fraction thereof. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

## 8. SECURITY DEPOSIT

8.1 The Applicant(s) shall submit Taka 1 crore (Tk. one crore) as security deposit in the form of bank draft or pay order to the Commission while submitting the offers/proposals. This security deposit will be refunded to the unsuccessful applicants within 30 (thirty) days of the submission of application of refund of offer security money to the Commission without bearing any liability towards interest, indexation, inflation or deflation.

8.2 The offer security money of the successful applicant will be adjusted towards the License acquisition fee.

## 9. TARIFFS AND PRICING

9.1 The Licensee shall, before selling or leasing Capacity or provide facilities, like providing access, co-location, etc. submit to the Commission in writing:

- (i) A tariff chart / schedule containing the maximum and minimum charges that it proposes to charge for such purposes, and its justification for the charges;
- (ii) The description of the sale or lease and facilities, the terms and conditions and all other relevant information which it proposes to publish to its customers. The information to be published must be in a form that is readily available, current and easy to understand.
- (iii) Application forms for all types of capacity sale and for providing facilities.

9.2 The Licensee shall not sale or lease capacity or provide any facilities before obtaining the written approval of the Commission for its tariff and shall comply with conditions as may be imposed by the Commission.

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

## 10. ACCOUNTING SYSTEM

10.1 The Commission reserves the right to issue accounting guidelines to the Licensee(s) from time to time.

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

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

- 10.4 The Licensee(s) shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues. The Commission shall also have the access to computerized accounting system of the licensee(s) as and when deemed necessary.
- 10.5 All financial transactions (in local and foreign currency) in relation to the License shall be made through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972. The Licensee(s) shall inform the Commission of the details of the accounts in operation. The Licensee(s) shall have to submit monthly statement of all the accounts to the Commission within 10th days of the following Gregorian calendar month.
- 10.6 The Commission or any person authorized by the Commission shall have the right to take copies of records, documents and other information relating to the licensees' business for the purpose of enabling Commission to perform its functions under the Act and provisions in the license.

## **11. CHANGES IN MANAGEMENT STRUCTURE**

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

## **12. CONFIDENTIALITY OF THE ROUTE SURVEY AND BURIAL ASSESSMENT REPORT**

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

## **13. PERFORMANCE MONITORING AND LAWFUL INTERCEPTION (LI) COMPLIANCE**

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

## **14. PROVIDING AND SHARING OF FACILITIES**

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

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

- 15.1 The Licensee shall furnish necessary information and other related matters as may be sought by the Commission from time to time.
- 15.2 The Commission or any person authorized by the Commission shall have unfettered right and authority to take the copies of records, documents and other information relating to the Licensee's business, for the purpose of enabling Commission to perform its functions under the Act, regulations and provisions in the License.

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

## 16. REPORTS

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

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

## 17. AMENDMENTS

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

## 18. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

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

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

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

## 19. CANCELLATION, SUSPENSION OF LICENSE AND FINES

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

- (i) that any information furnished in the Application form for obtaining the License is found incorrect/ false.
- (ii) that the Applicant has obtained the License hiding the information as mentioned below:



- (a) He is an insane person;
- (b) He has been sentenced by a court under any law, other than this Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (c) He has been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (d) He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- (e) He has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
- (f) Any of his Licenses has been cancelled by the Commission at any time during the last 5 (five) years;
- (g) If prosecution is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for illegal call termination using VoIP technology or for violation of the Act.

- (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the SC License.
- (iv) that any share is transferred or issued or without prior written permission of the Commission.
- (v) that any of the condition of the SC guidelines and License is violated.
- (vi) that the licensee has disclosed or is involved with the disclosure of any information to anybody/ performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony.
- (vii) that the Licensee is liquidated, bankrupt or insolvent or that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee itself or a third party against the Licensee;
- (viii) that the Licensee has ceased to carry on business mentioned in this license;
- (ix) that the licensee hides any information for any tariff package, or any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities; or
- (x) that the Licensee violates or purports to violate any sections/terms and/or conditions under the Act/Any Regulations/Rules/Guidelines/Bye-laws/Directives/Instructions/ Orders/ Circulars/ Decisions of the Commission etc.

## 20. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

20.1 In the event of such suspension of the License under section 46 of the Act, the Commission may engage any agency or administrator by examining the financial position, profit and loss of the licensee. The rate and fees of agency/administrator on such tenure shall be decided by the Commission to operate and maintain the systems and services in order to continue with and fulfill the obligations of the licensee towards its subscribers. The Licensee shall not have any claim for any compensation or any right on the revenue for the same.



- G2 -

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

## 21. POST LICENSE AWARD NECESSITIES

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

- 21.1 Plan of Work.
- 21.2 Procurement Schedules of Cables, CLS Equipment, Repeaters and all other Equipment.
- 21.3 Marine Operations schedule including Marine Survey, Burial Assessment Survey and Marine Installation.
- 21.4 SL.D (Straight Line Diagram).
- 21.5 Route Position List (RPL) and Fiber Route Map.
- 21.6 Charts in separate scale for shallow and deep water (post survey cartographic works). Chart scales are required to be 1:100000 for the deep water portion of the route and 1:25000/10000/5000, (as appropriate) for water depths less than 1000 meters.
- 21.7 Copy of Agreements with all Provisioners and Suppliers.
- 21.8 Copy of Agreement related to Power Supply Arrangement.
- 21.9 Documents related to procurement of lands for DCLS and BMH.
- 21.10 Copy of Wet Segment Maintenance Agreement.
- 21.11 Copy of Technical Handbooks including System Description Handbook, Terminal Equipment Handbooks, Submersible Plant Handbooks, Training Handbooks and Manufacture's other relevant literature.
- 21.12 Operation and Maintenance Handbook.
- 21.13 Additional information on any other related matter may be sought later.

## 22. SUBMISSION OF APPLICATION

- 22.1 The applicant shall submit Application/offer for SC Systems and Services License to the Commission in the prescribed Form duly filled-in together/along with these guidelines from the BTRC's website and all other necessary attested documents and information indicated in the Application Form as appended with these Guidelines at APPENDIX-1. All the above documents to be duly signed and sealed by the authorized personnel of the applicant.
- 22.2 The Guidelines and application form shall be available in the website ([www.btrc.gov.bd](http://www.btrc.gov.bd)) of the Commission.
- 22.3 The applicant shall complete the Application Form (APPENDIX-1) with supporting documents and submit an Affidavit attested by the Notary Public according to the format provided in APPENDIX-3. He has to submit the information and supporting documents in line with evaluation criteria (APPENDIX-2) in separate envelop/Binder.
- 22.4 The application shall be made only by the applicant's authorized personnel. The Commission reserves the right and authority to reject the application if it is found that the information or documents provided for in the application is untrue, inaccurate or incomplete. Each page of the application including offer documents has to be authenticated / signed by the authorized personnel.

22.5 The applicant(s) shall submit 2 (two) copies of its application with all relevant documents of which 01 (one) shall be original.

22.6 The complete application has to be submitted to the Commission in CD (non scanned PDF Format) form too.

### 23. STATUS

23.1 The information contained in this document is intended to assist interested parties in applying for the Licenses. It does not bind the Commission to any particular course of action in relation to the handling of any application, or to the terms of any License to be granted, or to grant any License to any party.

23.2 The Commission reserves the right to change these Licensing guidelines and/or to amend this document from time to time.

23.3 These guidelines shall form an integral part of the license and vice-versa.

### 24. MISCELLANEOUS

24.1 The Licensee shall comply with all terms and conditions of this License, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001(as amended) (as amended) and any applicable subsidiary legislation and all directions issued by the Commission from time to time.

24.2 The Licensee shall also comply with the provisions of any existing enactment, the rules and regulations made there under by the Government and/or the Commission, and the changes and modifications including any new enactments as may be considered expedient and necessary from time to time.

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

24.4 Violation of any of the conditions of the License shall render the License to be cancelled /suspended or Commission may impose fine, as the case may be as per the provision of section 46 of the Act.

24.5 The Schedules annexed herewith shall form integral part of the license.

24.6 All correspondences shall be in writing and shall be sent to the Licensee's registered place of business.

24.7 Unless otherwise stated –

- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
- (ii) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
- (iii) any expression in masculine gender shall denote both genders;
- (iv) any reference in this License to a person shall be deemed to include natural and legal persons;

- (v) all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
- (vi) the term 'or' shall include 'and' but not vice versa;
- (vii) any reference in this License to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
- (viii) references to Clauses, Sub-Clauses, Annexure, Appendix and Schedule are to Clauses, Sub-Clauses, Annexure, Appendix and Schedule to this License, respectively.

24.8 None of the provisions of this License shall be deemed to have been waived by any act of or acquiescence on the part of the Commission, but only by an instrument in writing signed / issued by the Commission. No waiver of any provision of this License shall be construed as a waiver of any other provision or of the same provision on another occasion.

24.9 A generic form of SC Service License is attached for reference as APPENDIX-4. This is provided for information only as an indication of the format and types of provisions that may be included in the License. The final terms of the License are matters solely for the Commission to determine and shall contain in the License issued by the Commission to the relevant applicant.

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



## BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

## LETTER OF TRANSMITTAL

For License to Build, Operate and Maintain SC Systems and Services in Bangladesh

## Information Requirement

SL	Information required	Information furnished/compliance
1.	Letter of Application (in letterhead pad).	
	Name, registered office, date and place of incorporation, from the companies register (if applicable);	
2.	Identity of Applicant(s) Name of Person / Company/ Firm/ Partnership/ Consortium / Society as the case may be.  Any other matter which Applicant(s) consider the disclosure or non-disclosure of which might materially affect the Commission's decision to make the award of the license.	
3.	Business Address and Registered Office Address and telephone number, facsimile number, e-mail and website details.	
4.	Contact Person's Name and Position  The person should be an appropriate senior level individual i.e. Chairman, Managing Director, Chief Operating Officer, Chief Executive Officer, Chief Technical Officer, Chief Commercial Officer, who would be an appropriate point of contact for general and/or technical enquiries.	
5.	Contact Person's Passport No. and Country of Issue  With photocopy of the first six pages of the passport	
6.	Contact Number of the Contact Person  Attached Signature including Telephone, Fixed & Mobile, Facsimile, E-mail and Postal contact details	
7.	List of the license(s) from the Commission (if any)  Disclosure of any criminal record or personal bankruptcy of any person;	
8.	Telecommunications Sector Experience (where relevant);	
9.	Certified copy of Certificate of Incorporation, Memorandum and Articles of Association.	



10.	For Bangladeshi companies/firms (with or without partners), the offers/proposals for Submarine Cable services should be submitted by those companies/firms which are registered with the Registrar of Joint Stock Companies and Firms, as well as with the concerned chamber of commerce and industries and hold a certificate of Income Tax for the year 2007-2008, as well as a certificate issued by the Board of Investment (BOI) Bangladesh to operate the above services. Copies of the certification of registration as well as that of BOI should be submitted with the offers/proposals (if applicable).
11.	In case of foreign companies (with Bangladesh partners), the offer/proposals of Submarine Cable services should be submitted by those companies which are registered with the Registrar of Joint Stock Companies and Firms or equivalent as well as with the concerned chamber of commerce and industries or equivalent, in those countries. Copies of the certification of registration should be submitted with the offers/proposals. The applicant shall have to submit the certificate issued by the Board of Investment (BOI) Bangladesh to operate the above services. Copies of the certification of registration as well as that of BOI should be submitted with the offers/proposals.
12.	Experience of the partner related to Submarine Cable (SC) Systems and Services (if any);
13.	Descriptions of principal business activity and principal place of business;
14.	Supplementary documents to support Applicant's offers/proposals (if any).
15.	Summaries of financial results for the last five years (if any);
16.	Signed and sealed the Regulatory and Licensing Guidelines by authorized personnel of the applicant.
17.	Shareholders of Applicant(s)  Applicant(s) must provide information concerning their identity and composition of the Company. For each shareholder, holder of options, warrants, preference or loan capital or other security issued by the Applicant(s) the following information is sought: <ol style="list-style-type: none"><li>I. Name, registered office, date and place of incorporation;</li><li>II. Principal place of business and description of principal business activity;</li><li>III. Ultimate holding company;</li><li>IV. Attested copies of last three years annual audited accounts (if any);</li><li>V. Summaries of financial results for the last five years (if any);</li></ol>

VI. Photocopy of first six pages of passport/Voter ID Card of each shareholder.

Where any party holds shares or other securities in the Applicant(s) as a trustee or nominee, this must be declared and the details requested above must be provided for the beneficial owner.

Where the Applicant(s) has a large number of shareholders, the above information must be provided for major shareholders. Broad details for the minority shareholdings, i.e. those with a small investment, will suffice. The Commission may request further information in this regard if it is thought to be necessary.

Where the shareholder is a part of a group, consolidated group financial information is also required.

18. Business or Company's Structure Details

For Applicant(s) that are corporate entities, include/submit copies of Certified true copies of Memorandum and Articles of Association and Certificate of Incorporation/registration or other equivalent documents.

If Applicant(s) company is in the name of a consortium which includes one or more corporate members or partnerships, include/submit documents for each corporate member or partnership as applicable along with up to date clearance certificate of Income Tax (if applicable) for each and individual member of the consortium.

If Applicant(s) company is a partnership, provide copy of partnership deed or equivalent documents.

If Applicant(s) is a society or other organization, provide rules of society or equivalent documents.

If the Applicant(s) is a Company/firm, provide documents of registration from the Registrar of Joint Stock Companies and Firms, as well as from the concerned Chamber of Commerce and Industries or equivalent trade bodies and also submit a clearance certificate of Income Tax paid (if applicable).

List of the Board of Directors and Shareholders of each company and certificate demonstrating ownership interest shall have to be provide with the offers/proposals.



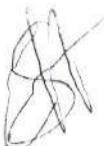
19.	<p>Consortium Information</p> <p>Where the Applicant(s) is a consortium or joint venture the following additional information is required:</p> <ol style="list-style-type: none"> <li>I. The role and contribution of each consortium member in terms of resources, experience or expertise;</li> <li>II. The nature of the relationship between members including a copy and details of any joint venture agreement, memorandum of understanding or shareholder agreement;</li> <li>III. The Applicant(s)'s details for the proposed management structure and corporate governance in the event it is awarded the License.</li> </ol>
20.	<p>The Application fees, other fees and security deposit money payable in connection with this application shall be paid in the form of Bank Draft/ Pay Order made in favour of Bangladesh Telecommunication Regulatory Commission.</p>
21.	<p>The applicant(s) will submit 2 (two) copies of its application/offer with all relevant documents of which 01(one) will be original while the other will be copy along with one soft copy in CD or Pen drive containing the complete application in non scanned PDF Format. Each page of the application including offer documents has to be authenticated/ signed by authorized personnel.</p>
22.	<p>Up to date Income Tax Clearance Certificate (if applicable) and TIN/BIN Certificate (attested photocopy).</p> <p>Copies of the certification of registration as well as that of BOI should be submitted with the offers/proposals.</p> <p>Copies of certificate from the concerned Chamber of Commerce and Industries or equivalent (In local for Bangladesh company and concerned country for foreign partner).</p>
23.	<p>Profile of the Company Supplying Equipment / Cable.</p> <p>Company profile should include all relevant information including experiences. Certified copy of the proposed MOU between the applicant and the Supplier is to be provided. If the Supplying Company is more than one then certified copy of proposed MOUs are to be provided for all. Detail time frame for the supply of equipment / cable including manufacturing, PSI, shipment, installation, ready date etc. are to be mentioned in the proposed MOU.</p>

24.	Profile of the Cable Laying Company.	Company profile should include all relevant information including experiences. Certified copy of proposed MOU between the applicant and the Cable Laying Company is to be provided. Where the Cable Laying Company is providing turnkey solution then all information relating to the time frame for the supply and installation are to be mentioned in the proposed MOU.	
25.	Ownership Arrangement	In any arrangement other than International Submarine cable Consortium, at least 30% (Thirty percent) of shares are to be held by Bangladeshi(s).  Bangladeshi ownership should also include ownership of capacity from beyond the System's last Foreign Cable Landing Station (FCLS), for further connectivity, in long term lease or Indefeasible Right of Use (IRU) form of ownership.	
26.	All the documents and information as stating in APPRNDIX-2 shall be submitted in separate envelop/Binder with this application for Evaluation.		
27.	Executive Summary. Executive summary is to be provided highlighting the essentials.		

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

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

Name & Designation & Company Stamp



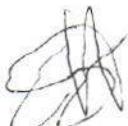
Date

## LICENSE AWARDING PROCEDURE (EVALUATION PROCESS)

The Commission will form a Submarine Cable License Evaluation Committee (hereinafter referred to as the "Committee") to evaluate the applications for Submarine Cable license. The committee will evaluate the applications on the basis of the documents/information submitted by the applicant(s). After evaluation of the applications submitted, the Commission will select the evaluation/selection criteria are as follows with the maximum marks:

## 1. OFFER EVALUATION CRITERIA

SL.	ITEM DESCRIPTION	MARKS
1.	<p><u>Business Proposal with ownership patterns</u></p> <p>a) Company Profile of the Applicant and all its Partners or Joint venture or Consortium Members Associates  b) Ownership Arrangement  c) Business Proposal with Prospects  d) Project Cost (CAPEX &amp; OPEX) - segment wise  e) Internal Rate of Return (IRR), Pay Back Period (PBP), Debt Service Coverage Ratio (DSCR), Debt equity ratio, etc.</p>	15
2.	<p><u>Desktop Survey</u></p> <p>a) Marine Physiography  b) Seismic survey with Seabed conditions  c) Fishing and trawling activities  d) Current Condition and weather data  e) Predicted off-shore oil, gas and mineral mining activities  f) Shipping activities including anchorages  g) Burial assessment  h) Environmental factors  i) Existence of cable and pipelines  j) Threat assessment</p> <p>The above survey should cover the proposed route.</p>	10
3.	<p><u>Types of Cable, Cable Route and Cable Protection</u></p> <p>a) Company Profile of the Cable Manufacturing Company  b) Company Profile of the Cable Laying Company  c) Description of the Types of Cable Offered  d) Cable protection arrangement  e) Straight Line Diagram (SLD) including description of the proposed routes</p>	10
4.	<p><u>Technical Configuration, design life capacity</u></p> <p>a) <u>Capacity Plan</u>.</p> <p>(i) <u>Design Capacity</u>. Minimum two fiber pair (fp) with minimum 64λ in each. Per wavelength capacity should be 10 Gbps or more.</p> <p>(ii) <u>Initial Lit Capacity</u>. Minimum one fp with 40 Gbps capacity.</p> <p>(iii) <u>Upgradation</u>. Tentative Road Map for upgrading the System is to be provided. System to be upgraded on nearing consumption of 80% (eighty</p>	10



	<p>percent) of existing capacity, till design capacity is reached, so as to ensure availability of capacity all the time.</p>	
b) <u>Marine Configuration.</u>	<ul style="list-style-type: none"> <li>(i) Marine Cable length</li> <li>(ii) Land Cable length (Beach Manhole to Cable Landing Station)</li> <li>(iii) Repeater &amp; Equalizers</li> <li>(iv) Details of branching unit (if any)</li> </ul>	
c) <u>Detail Equipment Configuration.</u>		
d) <u>Power Feeding Equipment (PFE) Arrangement.</u>		
e) <u>System Life.</u>		
5. <u>Work schedule / Time Frame</u>		10
	<p>The time frame should reflect the Road Map of the Proposed System.</p>	
b) <u>Launching</u>	<ul style="list-style-type: none"> <li>(i) Tentative contract signing schedule with all Contractors/ Suppliers.</li> <li>(ii) Tentative time frame for obtaining necessary licenses, permits and permissions from all concerned.</li> <li>(iii) IRU arrangement schedule, for onward connectivity.</li> <li>(iv) Dry and Wet maintenance arrangement schedule.</li> </ul>	
c) <u>Schedule of Supply of Equipment and Cable.</u> Probable dates are to be mentioned.		
d) <u>Laying of Cable, installation of Equipment and Construction.</u> Probable dates are to be mentioned for the following:	<ul style="list-style-type: none"> <li>(i) Tentative schedule for laying SC.</li> <li>(ii) Construction of CLS.</li> <li>(iii) Installation of all CLS equipment, including LTE and SDH.</li> <li>(iv) Construction of BMH.</li> </ul>	
e) <u>Power Supply.</u> Arrangement for power supply at CLS.		
f) <u>Provisional Acceptance Test &amp; RFCS Date.</u> RFCS date should be within 24 (twenty four) months from the date of awarding License.		
6. <u>NA and NOC</u>		5
	<p>Provide detail information on the NA and NOC. NOC should preferably be located in Bangladesh. Planning, procedure and execution related to overall operation of the system are to be mentioned.</p>	
7. <u>Details On bound connectivity Arrangement and resilience.</u>		10
a) East Onward connectivity		
b) West Onwards connectivity		
	<p>These should include capacity with detail ownership with other systems, IRU basis, terminating stations. The proposal should also include redundancy of the onward connectivity.</p>	
8. <u>Maintenance of wet and dry plants</u>		10
a) Details of overall maintenance arrangement are to be provided.		
b) <u>Maintenance arrangement of the dry portion of the System.</u> CLS, BMH, Land Cable, PFE including generators etc. are to be mentioned.		



c)	<b>Maintenance arrangement of the wet portion of the System.</b> Arrangements including responsibilities are to be highlighted with probable location of cable depot.	
9.	<b>Cable Station Location and land route to Dhaka</b>	5
a)	DCLS location.	
b)	Arrangement of OFC backhaul from DCLS to Dhaka and other places.	
c)	Provision of minimum 01(One) alternative OFC backhaul.	
10.	<b>Previous Experience</b>	5
	Explain with supporting documents the experience of operating SC.	
11.	<b>Administrative Setup / Organogram</b>	5
a)	Detail Management Structure	
b)	Marketing and Sales Strategies	
c)	Arrangements for Technical Training for Local Operational and Maintenance personnel.	
d)	Technology transfer schedule to local management.	
e)	Employment Policy	
12.	<b>Security Consideration</b>	5
	Security planning and considerations are to be outlined:	
a)	Details of overall System Security Arrangement- Segment wise	
b)	Details of overall System Protection Arrangement- Segment wise	
c)	CLS including Power Supply.	
d)	Security of the redundancy link.	
	<b>Total Marks</b>	100

## 2. BANDWIDTH PRICE OFFER

No.	Item Description	Total Marks
1.	The applicant shall offer the Maximum Bandwidth Price in multiples of STM connectivity.	20
2.	The applicant shall propose Tariff multiplication for capacities of STM 4, 16, 64 & 256.	
<b>Total Marks</b>		20

NOTE: Marks obtained by the applicants shall be calculated on the basis of Total 80 marks from the offer evaluation criteria.

## 3. COMBINED EVALUATION OF TECHNICAL AND BANDWIDTH PRICE OFFER CRITERIA

(a)  $T^B$  = The total score obtained by the applicant in Technical & Business Criteria out of 80 marks.

(b)  $P$  = The total score obtained by the applicant in Bandwidth Price Offer out of 20 marks. The formula for determining the Bandwidth Price Offer Criteria scores is as follows:

$$P = 20 \times P^L / P^C$$

$P$  is the Bandwidth Price Offer score, of the proposal under consideration;

$P^L$  is the lowest offered bandwidth price proposal among all the applicants qualified in Technical & Business Criteria;

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$P^c$  is the Bandwidth Price Offer under consideration.

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

$$T = T^B + P$$

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

(d) The applicants obtaining 1<sup>st</sup> highest and 2<sup>nd</sup> highest scores shall be primarily selected for SC licenses according to the provisions of APPENDIX-2. The total number of SC license to be issued by the Commission/Government shall be decided according to the report of the evaluation committee. In order to ensure diversity, uninterrupted telecom services and capacity building in international connectivity, the number of licenses shall be decided by the Commission/Government after examining the evaluation report. Licenses will be awarded by the Commission as per the evaluation of submitted offers/proposals.

(e) The Commission will notify to the selected highest scorer(s) to receive the SC license by depositing the License Acquisition fee to the Commission within 30 (thirty) days after the date of notification of awarding license.

(f) This license acquisition fee will be inclusive of offer security money. If the selected applicant fails to pay the license acquisition fee within the stipulated period as mentioned above, he shall lose the right of acquisition of SC license and his/its offer security money will be forfeited.

(g) In this case the SC License shall be offered to the next highest total scorer in order of their position. If this highest total scorer fails to pay the License Acquisitions fee within the stipulated period i.e within 30 (thirty) days of notification he/it shall lose the right of acquisition of SC license and his offer security money will be forfeited.

(h) In the same way SC Licensee will be offered to the next highest scorer. The commission will offer in this way to the successful offers which will be listed in descending order according to the total score obtained in the evaluation process, until successful offerer is found willing to acquire the SC license.

(i) If no successful offer in found ready to get the SC license, in this case the decision of the Commission/Government is final.

(j) The Commission shall forfeit the offer security money and all other amounts received from the defaulting offerer(s).

(k) The license shall only be issued after payment of the License Acquisition Fee.

#### 4. DISQUALIFICATION OF APPLICANTS DURING EVALUATION PROCESS

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

(a) If a successful offerer abandons the offer or fails to pay the license Acquisition fee within 30 (thirty) days after the date of notification of awarding license.

(b) Willful misrepresentation of any facts in any part of the initial application.

- (c) Illegal conduct in the evaluation procedure or improper attempts to influence the outcome, or delay or disrupt the process.
- (d) Any "corrupt practice" meaning the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in relation to licensing process provided in the guidelines.
- (e) Any "fraudulent practice" or misrepresentation of the facts in order to influence the results of the licensing process established by the Guidelines.
- (f) If the applicant is disqualified for any of the reasons set forth in this guidelines.
- (g) If the offerer fails to justify viability of his offer.

## AFFIDAVIT

The undersigned, \_\_\_\_\_, of legal age, and residing at \_\_\_\_\_

(Name of Official/Individual applicant)

states: \_\_\_\_\_ after having been duly sworn deposed

(Address)

1. That he/she is the

(Official Capacity)

of \_\_\_\_\_

(Name of company/corporation/partnership/society/individual (the Applicant))  
duly organized under the laws of \_\_\_\_\_

(Name of Country)

OR

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

2. That personally, and as \_\_\_\_\_ for and on behalf of \_\_\_\_\_

(Official Capacity)

the Applicant he/she hereby certifies:

a) That all statements made in the Applicant's application for a License to establish and maintain International Internet Gateway Services and in the required attachments to that application are true and correct;

b) That this certification is made for the expressed purpose of an application by \_\_\_\_\_ for License to Build, Operate and Maintain SC Systems and Services

(name)

in Bangladesh from the Bangladesh Telecommunication Regulatory Commission;

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

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

(i) is not an insane person;

(ii) has not been sentenced by a court under any law, other than the Bangladesh Telecommunication Regulation Act 2001 (Act), to imprisonment for a term of 2 (two) years or more, other than sentences where a period of 5 (five) years has elapsed since his/her release from such imprisonment;



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- (iii) has not been sentenced by a court for commission of any offence under the Act other than sentences where a period of 5 (five) years has elapsed since his/her release from imprisonment;
- (iv) has not been declared bankrupt by the court or has been discharged from the liability of bankruptcy;
- (v) has not been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a loan defaulter loanee of that bank or institution.
- (vi) he has not been charged with illegally terminating calls by using VoIP technology.
- (vii) any license of his has not been cancelled by the Commission at any time during the last 5 (five) years.
- (viii) he/it does not have any outstanding dues to the Commission.
- (ix) is eligible under clause 4.08 of the guidelines hereto; or
- (x) no proceeding is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for illegal call termination using VoIP technology or for violation of the Act/Any Regulations/ Rules/Guidelines/Bye-laws/Directives/ Instructions/Orders/ Circulars/ Decisions of the Commission etc.
- (xi) any license of his has not been cancelled by the Commission at any time during the last 5 (five) years.

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

Director/Secretary/Partner/Duly Authorised Representative/Attorney/Individual  
as or on behalf of the Applicant

**WITNESSES**

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

Subscribed and sworn to before me

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

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



**BANGLADESH TELECOMMUNICATION  
REGULATORY COMMISSION**  
IEB Bhaban, Ramna, Dhaka-1000

**OPERATOR LICENSE**

**FOR**

**BUILD, OPERATE AND MAINTAIN  
SUBMARINE CABLE SYSTEMS AND SERVICES**

**ISSUED**

**TO**

**UNDER**

**THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001 (AS AMENDED)**

**ON THE**

..... **DAY OF ..... 20....**

A handwritten signature in black ink, appearing to be a name, is written over a stylized, decorative flourish.



**BANGLADESH TELECOMMUNICATION  
REGULATORY COMMISSION**  
IEB Bhaban, Ramna, Dhaka-1000

**OPERATOR LICENSE**

**TO**

**BUILD, OPERATE AND MAINTAIN  
SUBMARINE CABLE SYSTEMS AND SERVICES**

LICENSE NO:

DATE :

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In Exercise of the Powers  
under section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (as amended)  
(Act No. XVIII of 2001)

**BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**  
is pleased to grant the license in favour of

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

.....  
as an Operator to

build, operate and maintain submarine cable systems and services in Bangladesh  
whereby it is authorized

to establish, maintain and operate the associated systems and  
provide service 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

### **BUILD, OPERATE AND MAINTAIN SUBMARINE CABLE SYSTEMS AND SERVICES OPERATOR LICENSE**

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

The Bangladesh Telecommunication Regulatory Commission (hereinafter referred to as the Commission) has been empowered under section 36 of the Bangladesh Telecommunication Regulation Act, 2001(as amended) (hereinafter referred to as the Act) to issue Licenses for the operation and provision of telecommunication services.

Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue License on International Gateway Services.

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

#### **LICENSE**

**To**

.....represented by its Chairman/CEO/MD/MP having its registered office at ..... as an operator to build, operate and maintain Submarine Cable Systems and Services, subject to the terms and conditions detailed hereinafter.

A handwritten signature in black ink, appearing to be a stylized 'S' or a similar character.

## 1. DEFINITIONS, INTERPRETATIONS AND ABBREVIATIONS

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

## 2. GENERAL REQUIREMENTS

### 2.1 Commencement and Duration of the License

- 2.1.1 The license shall come into force on this day of.....
- 2.1.2 Unless otherwise cancelled earlier, this License shall be valid for 20 (twenty) years ("initial term") from the date mentioned in sub-clause 2.1.1 hereinabove, subject to the payment of annual license fees, and compliance with the conditions laid down under the license and guidelines.

### 2.2. Renewal of the License

Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 10 (ten) years in duration, subject to the approval from the Commission and to such conditions, including the payment of any fees, as may be specified herein or by the Commission under the Act. The Licensee shall submit the renewal application 6 (six) months prior to the expiry date of each term, initial or subsequent whatsoever.

### 2.3. Scope of License

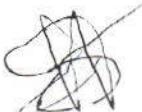
- 2.3.1 Build, operate and maintain SC, including Domestic Cable Landing Station (DCLS) and associated works or facilities.
- 2.3.2 Build, operate and maintain or arrange OFC backhaul from DCLS to Dhaka under this license. Will use independent route with minimum 01(One) alternative.
- 2.3.3 Authorize the Licensee to sell or lease capacity to the followings, within the framework of the Licensing Guidelines and with the approval of the Commission:
  - (i) International Gateway (IGW) License holders.
  - (ii) International Internet Gateway (IIG) License holders.
  - (iii) Authorized IPLC Users.
  - (iv) Any other user authorized by the Commission.

### 2.4 Ready For Customer Service (RFCS) Date.

The SC Systems and Services should be operational and ready for customer service within 24 (twenty four) months from the date of awarding License.

### 2.5 National Security, Emergencies and National Needs

- 2.5.1 The location of the cable (in the route) may have to be changed/ shifted or necessary additional protection measures shall have to be ensured, if so required for National Security, Gas or Oil Exploration, Harbor development considerations and for any other National needs.
- 2.5.2 Licensee shall facilitate and cooperate with all relevant government bodies, departments and official agencies in the event of national emergencies or where issues of national security arise.
- 2.5.3 In the event of any war or war situation, internal national disorder, urgent state of affairs or situations demanding national security, the Government may use equipment and the system used by the Licensee.



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

2.7 **Access, Co-location and Landing Facilities.** Provide access, co-location and landing facilities, to other SC licensee(s), as and when required by the Commission.

2.8 **Additional Licenses, Permits, Authorizations etc.** Licensee will remain responsible to obtain all necessary domestic (in Bangladesh) and international licenses, permits, authorization, permissions etc. in connection with this licensing provision. The Commission may render assistance to obtain the foregoing from Bangladeshi Authorities only.

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

2.10 **Quality of Service (QoS) Requirements**

2.10.1 The Licensee shall achieve the QoS standards as set out by the International Telecommunication Union (ITU) and also by the Commission from time to time and maintain records of the same. The Commission may inspect those records and the Licensee shall furnish certified copies of such reports to the Commission upon demand or at scheduled intervals.

2.10.2 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without prior notice and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission.

2.10.3 If the Licensee does not meet the QoS standards, the Commission may impose the penalties set out by the Commission from time to time.

2.11 **Inspection and Access to Information**

2.11.1 The Commission or its authorized representative(s) shall have the right to enter and inspect all places, premises and cable laying or maintenance ships related to the Bangladesh portion of the SC Systems and Services, under this License.

2.11.2 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the Licensee's business for the purpose of enabling the Commission to perform its functions under the Act and provisions in the License, whenever deem necessary.

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

2.13 **Law Applicable**

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

(a) The Bangladesh Telecommunication Regulation Act, 2001 (as amended).

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

#### 2.14 Arbitration.

- 2.14.1 **If both parties are Bangladeshi.** All disputes between the parties arising out of the Agreements/Memorandums of Understanding executed by the applicant, or anything arising out of such Agreements/Memorandums of Understanding shall be settled amicably within 90 (ninety) days from the date of arising the dispute, or in case of enhancement of the time limit, within so many days, as the parties shall settle mutually, on failure of which, the same shall, in accordance with the Arbitration Act, 2001, be referred to arbitration. Any decision of the Arbitral Tribunal shall be final and binding upon both the parties.
- 2.14.2 **If either of the parties is foreign.** Any controversy or claim arising out of the Agreements/Memorandums of Understanding executed by the applicant or its breach or regarding the interpretation of any clause thereof shall only be settled amicably within 90 (ninety) days from the date of arising of the dispute or, in case of requirement to enhance the time limit, so many days as is settled with the written consent of both parties.
- 2.14.3 Failing an amicable settlement as stated above, any dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration award shall be final and binding on both parties. The place of arbitration shall be Dhaka or any other place(s) as agreed by the parties and the language of arbitration shall be English. The arbitrators shall not be any of the employees or shall not have any interest in the business of the parties to the dispute, and shall have to be professionally qualified to deal with the intricacies and technicalities of the dispute. The parties shall bear the cost of the arbitration equally. The right to arbitrate disputes shall survive the termination of such Agreements/Memorandums of Understanding.

### 3. INITIAL PUBLIC OFFERING

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

#### 4. FEES AND CHARGES

##### 4.1 Fees and Charges

1.	License Acquisition fee	Taka 10 crore (Taka ten crore)
2.	Annual License Fee	Taka 3 crore (Taka three crore)
3.	Gross Revenue Sharing	3 % (Three Percent)
4.	Performance Bank Guarantee	Taka 5 crore (Taka five crore)

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

4.3 **The License Acquisition Fee.** The License Acquisition Fee will be Taka 10 crore (Tk. ten crore). The license will be issued after payment of the License Acquisition fee within 30 (thirty) days after notification of award of license.

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

4.4.1 **Annual License Fee.** A sum of Taka 3 crore (Tk. three crore) payable by the Licensee in advance from the first anniversary of the date of issuance of the License; and

4.4.2 **Gross Revenue Sharing.** No Revenue (0%) shall be shared for the first year of operation (from RFCS date). The offerer to pay 3% (three percent) of the annual audited gross revenue of the Licensee, which to be paid on a quarterly basis within the first 10 (ten) days at the end of each quarter. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 (ninety) days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off any excess amount against quarterly payments in the next year. The percentage of revenue to be shared may be changed from time to time by the Commission and the licensee shall abide by it.

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

#### 5. PERFORMANCE BANK GUARANTEE

5.1 The licensee shall submit Performance Bank Guarantee of Taka 05 crore (Tk. Five crore, BDT Fifty million) in favor of Bangladesh Telecommunication Regulatory Commission within 30 (thirty) days from the date of issue of the license according to the format given in SCHEDULE-2.

5.2 The minimum validity of the Performance Bank Guarantee shall be 03 (three) years from the date on which the license shall come into force, in a prescribed form as designed by the Commission issued by a scheduled bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. 127 of 1972)].

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5.3 After establishment of the SC Systems and Services within the stipulated time to the satisfaction of the Commission as per Technical Requirements appended as Schedule-2 herein, the Performance Bank Guarantee shall be released in favour of the Licensee. In case of failure of commencement within the stipulated time, 10% of the Performance Bank Guarantee will be encashed for each month or its fraction thereof. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

## 6. NETWORK ROLLOUT

The licensee shall establish and complete the Submarine Cable (SC) Systems and Services 24 (Twenty four) months from the date on which the license shall come into force. In case of failure of commencement within the stipulated time, 10% of the Performance Bank Guarantee will be encashed for each month or its fraction thereof. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

## 7. MUTUAL RESTORATION WITH SMW4

Arrangement with BSCCL for mutual restoration and redundancy with the new cable system.

## 8. READY FOR CUSTOMER SERVICE (RFCS) DATE

The SC Systems and Services should be operational and ready for customer service within 24 (Twenty four) months from the date of awarding License.

## 9. TARIFFS AND PRICING

9.1 The Licensee shall, before selling or leasing Capacity or provide facilities, like providing access, co-location, etc. submit to the Commission in writing:

- (i) A tariff chart / schedule containing the maximum and minimum charges that it proposes to charge for such purposes, and its justification for the charges;
- (ii) The description of the sale or lease and facilities, the terms and conditions and all other relevant information which it proposes to publish to its customers. The information to be published must be in a form that is readily available, current and easy to understand.
- (iii) Application forms for all types of capacity sale and for providing facilities.

9.2 The Licensee shall not sale or lease capacity or provide any facilities before obtaining the written approval of the Commission for its tariff and shall comply with conditions as may be imposed by the Commission.

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

## 10. ACCOUNTING SYSTEM

10.1 The Commission reserves the right to issue accounting guidelines to the Licensee(s) from time to time.

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

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



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- 10.4 The Licensee(s) shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues. The Commission shall also have the access to computerized accounting system of the licensee(s) as and when deemed necessary.
- 10.5 All financial transactions (in local and foreign currency) in relation to the License shall be made through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972. The Licensee(s) shall inform the Commission of the details of the accounts in operation. The Licensee(s) shall have to submit monthly statement of all the accounts to the Commission within 10th days of the following Gregorian calendar month.
- 10.6 The Commission or any person authorized by the Commission shall have the right to take copies of records, documents and other information relating to the licensees' business for the purpose of enabling Commission to perform its functions under the Act and provisions in the license.

## 11. CHANGES IN MANAGEMENT STRUCTURE

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

## 12. PERFORMANCE MONITORING AND LAWFUL INTERCEPTION (LI) COMPLIANCE

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

## 13. PROVIDING AND SHARING OF FACILITIES

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

## 14. INFORMATION, INSPECTION AND REPORTING

- 14.1 The Licensee shall furnish necessary information and other related matters as may be sought by the Commission from time to time.
- 14.2 The Commission or any person authorized by the Commission shall have unfettered right and authority to take the copies of records, documents and other information relating to the Licensee's business, for the purpose of enabling Commission to perform its functions under the Act, regulations and provisions in the License.
- 14.3 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.

## 15. REPORTS

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

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

## 16. AMENDMENTS

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

## 17. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

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

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

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

## 18. CANCELLATION, SUSPENSION OF LICENSE AND FINES

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

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

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- (c) He has been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (d) He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- (e) He has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
- (f) Any of his Licenses has been cancelled by the Commission at any time during the last 5 (five) years;
- (g) If prosecution is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for illegal call termination using VoIP technology or for violation of the Act.

- (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the SC License.
- (iv) that any share is transferred or issued or without prior written permission of the Commission.
- (v) that any of the condition of the SC guidelines and License is violated.
- (vi) that the licensee has disclose or is involved with the disclosure of any information to anybody/ performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony.
- (vii) that the Licensee is liquidated, bankrupt or insolvent, or that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee itself or a third party against the Licensee;
- (viii) that the Licensee has ceased to carry on business mentioned in this license;
- (ix) that the licensee hides any information for any tariff package, or any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities; or
- (x) that the Licensee violates or purports to violate any sections/terms and/or conditions under the Act/Any Regulations/Rules/Guidelines/Bye-laws/Directives/Instructions/ Orders/ Circulars/ Decisions of the Commission etc.

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

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

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## 20. POST LICENSE AWARD NECESSITIES.

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

- 20.1 Plan of Work.
- 20.2 Procurement Schedules of Cables, CLS Equipment, Repeaters and all other Equipment.
- 20.3 Marine Operations schedule including Marine Survey, Burial Assessment Survey and Marine Installation.
- 20.4 (Straight Line Diagram) SLD.
- 20.5 Route Position List (RPL) and Fiber Route Map.
- 20.6 Charts in separate scale for shallow and deep water (post survey cartographic works). Chart scales are required to be 1:100000 for the deep water portion of the route and 1:25000/10000/5000, (as appropriate) for water depths less than 1000 meters.
- 20.7 Copy of Agreements with all Provisioners and Suppliers.
- 20.8 Copy of Agreement related to Power Supply Arrangement.
- 20.9 Documents related to procurement of lands for DCLS and BMH.
- 20.10 Copy of Wet Segment Maintenance Agreement.
- 20.11 Copy of Technical Handbooks including System Description Handbook, Terminal Equipment Handbooks, Submersible Plant Handbooks, Training Handbooks and Manufacture's other relevant literature.
- 20.12 Operation and Maintenance Handbook.
- 20.13 Additional information on any other related matter may be sought later.

## 21. MISCELLANEOUS

- 21.1 The Licensee shall comply with all terms and conditions of this License, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001(as amended) (as amended) and any applicable subsidiary legislation and all directions issued by the Commission from time to time.
- 21.2 The Commission may impose any condition on Social Obligation Fund (SOF) as and when required as per the provisions of the Act.
- 21.3 The Licensee shall also comply with the provisions of any existing enactment, the rules and regulations made there under by the Government and/or the Commission, and the changes and modifications including any new enactments as may be considered expedient and necessary from time to time.
- 21.4 The Commission reserves exclusive right and authority to explain or interpret any provision of this License, if any confusion arises regarding the actual sense or import of any provision of this License. The explanation of the Commission shall be final and binding on the Licensee.

21.5 Violation of any of the conditions of the License shall render the License to be cancelled /suspended or Commission may impose fine, as the case may be as per the provision of section 46 of the Act.

21.6 The Schedules annexed herewith shall form integral part of the license.

21.7 All correspondences shall be in writing and shall be sent to the Licensee's registered place of business.

21.8 Unless otherwise stated --

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

21.10 the words importing the singular or plural shall be deemed to include the plural or singular respectively;

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

21.11 These License shall form an integral part of the guidelines and vice-versa.

21.12 None of the provisions of this License shall be deemed to have been waived by any act of or acquiescence on the part of the Commission, but only by an instrument in writing signed / issued by the Commission. No waiver of any provision of this License shall be construed as a waiver of any other provision or of the same provision on another occasion.

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

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

Signed on this .....day of ....., 20....  
for and on behalf of the

Bangladesh Telecommunication Regulatory Commission

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



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## SCHEDULE- 1

### DEFINITIONS, INTERPRETATIONS AND ABBREVIATIONS

#### 1. Definitions & Interpretations of Terms

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

- 1.1 **“Act”** means the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) (as amended).
- 1.2 **“Application form”** means a form prescribed for applying for the license to build, operate and maintain SC Systems and Services in Bangladesh.
- 1.3 **“Bangladeshi”** means Any Bangladeshi National.
- 1.4 **“Bangladeshi Company”** means any Company registered under Joint Stock of Companies and Firms in Bangladesh, under the Company act 1994, whose share holders are Bangladeshi citizens for the purpose of these guidelines.
- 1.5 **“Beach Joint”** means the cable joint made between the optical fiber submarine cable and the optical fiber land cable.
- 1.6 **“Branching Unit (BU)”** means Equipment that permits interconnection between three (3) cable sections in Wet Segment and provides the optical fiber and power conductor between such 3 cable sections. Applications for the optical submarine branching may include optical signal path switching, signal regeneration or amplification and power path switching.
- 1.7 **“BSCCL”** means the Bangladesh Submarine Cable Company Limited and any of its successors.
- 1.8 **“Cable burial”** means the operation consisting in burying the cable in the seabed so as to provide better cable protection. The burial operation may be carried out either during installation or as a post-lay activity.
- 1.9 **“Cable laying”** means the operation of laying cable.
- 1.10 **“Cable Landing Point”** means Cable Landing Point shall be the beach joint at the respective cable landing locations or mean low watermark of ordinary spring tides line if there is no beach joint.
- 1.11 **“Cable-Lightweight”** means Cable suitable for laying, recovery and operation, where no special protection is required.
- 1.12 **“Cable-Lightweight Protected”** means Lightweight cable with an additional protective layer. This cable is suitable for laying, recovery and operation in areas where cable erosion or fish-bite risk is significant.
- 1.13 **“Cable-Single Armoured”** means a cable with a single layer of protective armour. This cable is suitable for laying, burial, recovery and operation and is suitably protected for specific area in shallow water.
- 1.14 **“Cable-Double Armoured”** means a cable with a double layer of protective armour. This cable is suitable for laying, burial, recovery and operation and is suitably protected for specific area in shallow water.

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1.15 **“Cable-Rock Armoured”** means a cable with a multiple layer of protective armour (usually two), the outer layer being wound with a small pitch. This cable is suitable for laying, recovery and operation and is suitably protected for specific area in shallow water.

1.16 **“Cable Terminating Unit (CTU)”** means the equipment providing the interface between the optical fiber from the TTE and the optical fiber cable, and the interface between the power feeding line from the PFE and the power feeding conductor from the optical fiber cable. The CTU is usually part of the PFE.

1.17 **“Capacity”** means Capacity shall be categorized as follows:

1.17.1 **Design Capacity.** The ultimate capacity of Wet Segment of submarine cable.

1.17.2 **Initial Equipped Capacity.** The initial equipped capacity of wet segment of submarine cable at RFCS date.

1.17.3 **Equipped Capacity.** The amount of capacity physically provided in submarine cable at any given time.

1.18 **“Commission”** means the Bangladesh Telecommunication Regulatory Commission established under the Bangladesh Telecommunication Act 2001.

1.19 **“Consortium”** means an association of three or more companies/organizations/participating entities.

1.20 **“Deep water”** means water depths exceeding the limit of shallow water.

1.21 **“Dense Wavelength Division Multiplexing (DWDM)”** means an aggregate of large number of LOCs to be carried through part or the whole of the submarine line on the same line fiber.

1.22 **“Expected Ship Repair Number”** means the mean number of repairs by cable ship (statistical expectation) due to system failures during the system design life. This excludes faults due to external aggression.

1.23 **“Family”** means the husband or a wife, the dependent father, mother, brother or sister, son or daughter.

1.24 **“Government”** means the Government of the People’s Republic of Bangladesh.

1.25 **“Guidelines”** means the Regulatory and Licensing Guidelines for invitation of offers/proposals for issuing license to build, operate and maintain Submarine Cable (SC) Systems and Services for Bangladesh.

1.26 **“ILDC Systems”** means International Long Distance Cable Systems.

1.27 **“ILDTS Policy 2007”** means the International Long Distance Telecommunication Services Policy (existing or to be formulated by the Government from time to time).

1.28 **“Interconnection”** means the visible or invisible or physical or logical linking of more than one telecommunication network in order to enable the users of one network to communicate among themselves or to communicate with the users of another network or to avail themselves of the service of the other network.

1.29 **“ITU”** means International Telecommunication Union.

1.30 **“License”** means an authorization issued by the Commission under Section 36 of the Act, and Regulations issued by the Commission to build, operate and maintain SC Systems and Services for Bangladesh.

1.31 **“Licensee”** means the holder of the License to build, operate and maintain SC Systems and Services in Bangladesh i.e. the person titled as [company name] to whom the Commission has issued this License.

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1.32 “**Line Optical Channel (LOC)**” means a bidirectional optical data channel carried on a specific optical frequency/wavelength for each transmission direction.

1.33 “**Land Portion**” means the portion between the system interface in the terminal station, and the beach joint or landing point when it exists. It includes the optical fiber land cable, land joints, and the system terminal equipment.

1.34 “**Line Terminal Equipment (LTE)**” means LTE includes SLTE with Order Wire (OW) Equipment if required and the internal ODF, PFE including CTU and the Maintenance Controller (MC).

1.35 “**Operator**” means an organization or a person licensed for establishing or operating a telecommunication system or providing telecommunication service or operating a system which is the combination or more than one of those facilities.

1.36 “**Optical Fiber Submarine Cable**” means the submarine cable using optical fibers as transmission line.

1.37 **Optical Fiber Submarine Cable Link:** A link which interconnects two terminal stations using a single optical fiber submarine cable system or an integrated system using system portions supplied by different suppliers.

1.38 “**Optical Fiber Submarine Cable Network**” means a network which interconnects three or more terminal stations using a single Optical Fiber Submarine Cable Systems and Services or an integrated system made of system portions supplied by different suppliers.

1.39 “**Optical Submarine Repeater**” means an equipment essentially including one or more regenerators or amplifiers and associated devices, in the submarine portion.

1.40 “**PBG**” means Performance Bank Guarantee from a scheduled Bank mentioned in Bangladesh Bank Order 1972 (P.O. No. 127 of 1972).

1.41 “**PFE Earth Protection Equipment**” means a protective device that automatically routes the power feeding current to the station earth under abnormal PFE earth conditions.

1.42 “**Power Feeding Equipment (PFE)**” means the equipment providing, through a power conductor in the optical fiber submarine cable, a stabilized constant electrical current for powering optical submarine repeaters and/or optical submarine branching units.

1.43 “**Quarter**” means a period of three months.

1.44 “**Regulation**” means, regulations made or will be made in the future by the Commission under the Act.

1.45 “**Repeatered Submarine Cable**” means an electrically powered underwater optical fiber cable, designed for repeatered applications, and suitable for shallow and deep water use, which has been extensively tested to show it can be installed and repaired in situ, even in worst weather conditions, without any impairment of optical, electrical or mechanical performance or reliability.

1.46 “**Ready for Customer Service (RFCS) date**” means the date on which the SC Systems and Services will be ready to go into operation for customer service.

1.47 “**Ready for Provisional Acceptance (RFPA) Date**” means the date on which the SC Systems and Services is Ready for Provisional Acceptance.

1.48 “**Route Position List (RPL)**” means RPL contains route positions expressed as longitude/ latitude and Universal Transverse Mercator (UTM), route distance, bearing, cable lengths, cable slack, cable types, water depth, etc.

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1.49 **“SDH Interconnection Equipment (SIE)”** means the SIE cross-connects STM-64 optical signals between the SLTE and terrestrial networks.

1.50 **“SLD”** means the System SLD is a linear diagram of the SC Systems and Services showing the followings:

- 1.50.1 Length and types of cables and the slack assignment
- 1.50.2 Length of each repeater and BU section
- 1.50.3 The number and position of repeaters
- 1.50.4 Length and position of special types of cable, if any
- 1.50.5 The water depth of the cable transitions, repeaters as BUs.
- 1.50.6 The installation splices and the direction of the laying operation(s)

1.51 **“Shallow Water”** means Water depths down to a given limit, corresponding to the depths of fishing activity, or more generally of marine activity, creating a risk of cable fault. The limit of shallow water is of the order of 1000 metres.

1.52 **“Shunt Fault”** means a shunt fault is a current leakage path between the power conductor and the sea water without a break in the power conductor.

1.53 **“Single Wavelength Systems (SWS)”** means a bidirectional optical system that carries on only one LOC.

1.54 **“System design life”** means the period of time over which the optical fiber submarine cable system is designed to operate in conformance with its performance specification.

1.55 **“System Surveillance Equipment (SSE)”** means the SSE is the network management system, which allows the operator to monitor and control the entire submarine system; the SLTE, PFE, and submerged equipment.

1.56 **“Submarine Line Terminal Equipment (SLTE)”** means the equipment combines all incoming optical signals into an optical output after adapting for transmission over the SC and to perform the reverse operation in the opposite direction.

1.57 **“Submarine Portion”** means the portion of the system laying on the seabed, between the beach joints or landing points, which includes the optical fiber submarine cable and the submarine equipment (e.g., optical submarine repeater(s), optical submarine branching unit(s), and optical submarine cable jointing box (es)).

1.58 **“Supervisory of an Optical Fiber Submarine Cable System”** means the function provided by the supervisory system of the optical fiber submarine cable system so as to permit fault localization, repeater performance monitoring and remote-controlled redundancy switching.

1.59 **“Supervisory System”** means the whole of equipment and sub assemblies commonly providing one or more of the following functions:

- 1.59.1 Monitoring the performance of the submarine equipment and sub assemblies;
- 1.59.2 Monitoring the performance of the system terminal equipment;
- 1.59.3 Monitoring the end-to-end performance of the digital line sections;
- 1.59.4 Enabling fault location inside the submarine plant, to within one repeater section, where possible;
- 1.59.5 Controlling redundancy switching, if provided inside the submarine portion;
- 1.59.6 Providing interfaces to other management facilities.

1.60 **“Telecommunication”** means transmission and reception of any speech, sound, sign, signal, writing, visual image and any other intellectual expression by the way of using electricity or electro-magnetic or electro chemical or electro-mechanical energy through cable, radio, optical fiber or other electro- magnetic or electro chemical or electro-mechanical or satellite communication system.

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1.61. **“Telecommunication Service”** means telecommunications services defined under section 2(15) of Bangladesh Telecommunication Regulation Act, 2001 (as amended).

1.62. **“Telecommunication System”** means Telecommunications System defined under section 2(13) of Bangladesh Telecommunication Regulation Act, 2001 (as amended).

1.63. **“Terminal Station”** means the telecommunication station usually located in the vicinity of the landing point and housing the optical fiber submarine cable system terminal equipment and that of associated terrestrial systems.

1.64. **“Terminal Station Equipment (TSE)”** means TSE comprises all the equipment in a terminal station provided as part of the system, i.e., Line Terminal Equipment, SDH equipment and Electrical Energy Equipment.\

1.65. **“Wavelength Division Multiplexing (WDM)”** means an aggregate of several LOCs to be carried through part or the whole of submarine line on the same line fiber.

## 2. Abbreviations

The following abbreviations are relevant:

BMH	Beach Manhole
BSCCL	Bangladesh Submarine Cable Company Limited
BTRC	Bangladesh Telecommunication Regulatory Commission
BU	Branching Unit
CBL	Cable Breaking Load
CDMA	Code Division Multiple Access (CDMA)
CDR	Call Detail Record
CLS	Cable Landing Station
CTU	Cable Terminating Unit
DCLS	Domestic Cable Landing Station
DCN	Data Communication Network
DSCR	Debt Service Coverage Ratio
DSF	Dispersion Shifted single-mode Fiber
DWDM	Dense Wavelength Division Multiplexing
DWDMS	Dense Wavelength Division Multiplexing System
FCLS	Foreign Cable Landing Station
FEC	Forward Error Correction
FFD-BU	Full Fiber Drop Branching Unit
Gbps	Giga bits per second
GSM	Global System for Mobile communication
ICT	Information and Communication Technology
ICX	Interconnection Exchange
IGW	International Gateways
ILDC	International Long Distance Cable
ILDTS	International Long Distance Telecommunication Services
IP	Internet Protocol
IPO	Initial Public Offering
IPLC	International Private Leased Circuit
IRR	Internal Rate of Return
IRU	Indefeasible Right of Use
ITU	International Telecommunication Union
Kbps	Kilo bits per second
LEA	Law Enforcing Agencies
LTE	Line Terminal Equipment

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LI	Lawful Interception
LOC	Line Optical Channel
Mbps	Mega bits per second
MC	Maintenance Controller
MOPT	Ministry of Post and Telecommunication
MOU	Memorandum Of Understanding
NA	Network Administrator
NGN	Next Generation Network
NIX	National Internet Exchange
NMC	National Monitoring Centre
NMS	National Monitoring System
NOC	Network Operation Center
OFC	Optical Fiber Cable
OFA	Optical Fiber Amplifier
PBP	Pay Back Period
PFE	Power Feeding Equipment
POI	Point of Interconnection
POP	Point of Presence
RFCS	Ready For Customer Service
RPL	Route Position List
RPOA	Remotely Pumped Optical Amplifier
SCOI	Submarine Cable Optical Interface
SCS	Single Channel System
SCTTE	Submarine Cable Transmission Terminal Equipment
SDH	Synchronous Digital Hierarchy
SDLS	Submarine Digital Line Section
SEA-ME-WE 4	South East Asia-Middle East-West Europe 4 (SC System)
SEOI	Submarine Electro-Optic Interface
SIE	SDH Interconnection Equipment
SLA	Service Level Agreement
SLD	Straight Line Diagram
SLTE	Submarine Line Terminal Equipment
SMF	Single-Mode Fiber
SSE	System Surveillance Equipment
STE	System Terminal Equipment
STM 64	Synchronous Transport Modulc 64
STM-x	Synchronous Transfer Mode (Fiber Channel Card)
SWS	Single Wavelength Systems
THE COMMISSION	Bangladesh Telecommunication Regulatory Commission
TNTTE	Terrestrial Network Transmission Terminal Equipment
TSE	Terminal Station Equipment
TTE	Terminal Transmission Equipment
WD	Wavelength Demultiplexer
WDM	Wavelength Division Multiplexing
WDM-BU	Wavelength Division Multiplex-Branching Unit
WDMS	Wavelength Division Multiplexing System
WDM-TTE	Wavelength Division Multiplex-Terminal Transmission Equipment
WM	Wavelength Multiplexer

## SCHEDULE-2

**PRO-FORMA OF PERFORMANCE BANK GUARANTEE**  
[Non-Judicial Stamp]

[Date]

[Name of Bank] (Hereinafter called the Bank)

[Address]

To: The Bangladesh Telecommunication Regulatory Commission

[Address]

Subject: Bank Guarantee No.: dated: for Tk. 5,00,00,000.00  
(Taka five crore) only in favour of "The Bangladesh Telecommunication Regulatory Commission" Performance Bank Guarantee.

Dear Sir

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

This Guarantee will serve as performance bank guarantee for fulfillment of Licensee's performance obligations under the terms and conditions of the License. The withdrawal request from and form for reduction of guaranteed amount are annexed herewith as form-1 and form-2 respectively.

In case of failure of commencement within the stipulated time, 10% of the Performance Bank Guarantee will be encashed for each month or its fraction thereof. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

The Bank hereby irrevocably guarantees and undertakes to pay to the Commission, any or all sums up to the amount of Tk. 5,00,00,000.00 (Taka five crore) only as described in the regulatory and licensing guidelines for invitation of applications for issuing Submarine Cable Systems and Services license as decided by the Commission in accordance with the following terms and conditions:

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

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(d) Payment is to be made in Taka by crossed cheque in favour of:  
The Bangladesh Telecommunication Regulatory Commission

This Guarantee is irrevocable and shall remain in force for 3 (three) years from the date hereof.

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

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

Signed by.

for and on behalf of:

Name of Bank

Witnessed by:

1.

2.

Signature

Signature

Name

Name

Address

Address

Date

Date



## FORM-1

FORM FOR REDUCTION OF GUARANTEED AMOUNT OF THE PERFORMANCE  
BANK GUARANTEE

[Letterhead of Licencee]

[Date]

To: The Bangladesh Telecommunication Regulatory Commission

[Address].

Dear Sirs,

## RE: REQUEST FOR REDUCTION IN PERFORMANCE BANK GUARANTEE

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

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

Year	Actual Access Lines in Service	Access Lines in Service Target to be Achieved by the Licencee	% Reduction in Guarantee	Guarantee Value (Taka)
[ ]	[ ]	[ ]	[ ]	[ ]

We wish to request that the **Guarantee** be reduced accordingly.

[Name of authorised representative of Licencee]

for and on behalf of

[Licencee]

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**FORM-2**  
**WITHDRAWAL REQUEST FORM**  
[Letterhead of the Commission]

[Date]

To: [Name of Bank]  
[Address]

Dear Sir,

**RE: REQUEST FOR PAYMENT OF BANK GUARANTEE AGAINST SECURITY DEPOSIT**

This is with reference to the bank guarantee dated [ ] issued by you on behalf of [Licensee]. We wish to inform you that [Licensee] has failed to meet its obligations under the License. Kindly let us have payment of the sum of [ ] in accordance with the terms and conditions of the bank guarantee.

[Name of Authorized Representative of the Commission]  
for and on behalf of  
Bangladesh Telecommunications Regulatory Commission