



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB Bhaban, Ramna, Dhaka-1000

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

FOR

ISSUING LICENSE


FOR

ESTABLISHING, OPERATING AND MAINTAINING

INTERNATIONAL GATEWAY (IGW) SERVICES

IN

BANGLADESH


19.09.2018

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BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

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REGULATORY AND LICENSING GUIDELINES

ON

International Gateway (IGW) Services

1. INTRODUCTION

- 1.01 Bangladesh Telecommunication Regulatory Commission (hereinafter the Commission) has been empowered by and under the Section 36 of the Bangladesh Telecommunication Regulation 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.
- 1.02 These Guidelines, along with the terms and conditions of the License, should be read in conjunction with the Act, any subsequent legislation, other prevalent laws or sector policies framed by the Government, rules, regulations, orders, decisions, guidelines, directives and other documents of general application issued by the Government or the Commission from time to time.
- 1.03 Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Guidelines on Licensing Procedure of International Gateway (IGW) Services are being issued as envisaged in the International Long Distance Telecommunication Services Policy, 2010 (ILDTS Policy, 2010).
- 1.04 These Guidelines, along with the terms and conditions of the License, 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, orders, decisions, guidelines, directives and documents of general application issued by the Commission from time to time. The Act specifically provides, under the Sections 35 and 55, that the establishment, operation or use of telecommunication system including radio apparatus and provision of telecommunication services in Bangladesh without a License is an offence punishable with imprisonment or a fine or both.
- 1.05 To take into consideration various factors including but not limited to, any threat to public interest, public health and national security and statutory or Court orders, these Guidelines may be withdrawn, revised, updated or amended by the appropriate authority from time to time.

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Director (Licensing)
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Regulatory Commission

2. OBJECTIVES

- 2.01 These Guidelines are intended to provide an overview of the licensing and regulatory framework to applicants seeking to obtain License to establish, maintain and operate International Gateway Services in Bangladesh.
- 2.02 These Guidelines have been prepared after taking into account the objectives of the Government to facilitate International Gateway Services in Bangladesh as envisaged in the ILDTS Policy, 2010.
- 2.03 International Gateway Services License to be issued under these Guidelines will authorize the operators to establish, maintain and operate International Gateway Services.

3. INTERPRETATION AND DEFINITION

The interpretation and definition of the terms used in this document is annexed herewith as SCHEDULE-1 to the Generic Form of License appended with these guidelines as APPENDIX-4.

4. GENERAL REQUIREMENTS

- 4.01 The following are the principal legal statutes governing the telecommunication industry in Bangladesh:
- (a) The Bangladesh Telecommunication Regulation Act, 2001 (as amended).
 - (b) The Wireless Telegraphy Act, 1933 and The Telegraph Act, 1885, for matters which are not covered by the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
 - (c) The Bangladesh Telecommunication Regulatory Commission (Licensing Procedure) Regulations, 2004 (as amended).
 - (d) The Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004 (as amended).
 - (e) The Information & Communication Technology Act, 2006.
 - (f) International Long Distance Telecommunication Services (ILDTS) Policy, 2010.
 - (g) Any Act of Parliament or ordinance and the Regulation(s) made or to be made by the Government.
 - (h) Any Rules/Regulation/Directives/Instructions/Directions/Decisions made by the Commission.
- 4.02 Applicant(s) shall be disqualified from obtaining a license for any of the provisions listed in sub clauses (a) to (h) below applies to its owner(s) or to any of its directors or partners or to the applicant(s) himself if:
- (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 been 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 been 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) He is not eligible under clause 10 hereto; or
- (h) Any proceeding is going on against the applicant(s) or its owner(s) or any of its directors or partners for illegal call termination or for violation of the Act/Any Regulations/Rules/Guidelines/Bye-laws/Directives /Instructions/ Orders/ Circulars/ Decisions of the Commission and/or the Government etc.

4.03 In addition to the mandatory grounds for disqualification for applying for a License referred to in clauses 4.02, the Commission shall also consider whether the applicant satisfies other criteria including but not limited to:

- (a) whether the applicant has sufficient management and financial capacity to operate the activities pertaining to International Long Distance Telecommunication Services; and
- (b) how far the issuance of the License will serve the public interest and not hamper the national security.

4.04 No share can be transferred to or new share can be issued for nor any merger / amalgamation shall be take place without the prior written permission of the Government or the Commission, as the case may be.

4.05 All financial transactions (foreign and local) in relation to the License shall be made through Scheduled Bank(s) of Bangladesh. The Licensee shall inform the Commission of the details of the accounts in operation. The Licensee shall submit monthly statement of all the accounts to the Commission within 10th day of each calendar month.

4.06 The License will be awarded by evaluation process subject to fulfillment of other conditions of these Guidelines/ and guidelines to be formulated by the Commission from time to time.

4.07 The Licensee company will issue Initial Public Offer (IPO) in the Stock Exchange of Bangladesh and nowhere else within 3 (three) years from the date of awarding the Licenses subject to fulfilling the requirements of the Laws and Regulations of Security and Exchange Commission (SEC) in this regard.

5. NUMBER OF LICENSES

In order to ensure diversity, uninterrupted and efficient telecom gateway services the number of licenses shall be decided by the Government. Licenses will be awarded by the Commission as per the evaluation of submitted offers/proposals subject to approval of the Government.

6. DURATION OF LICENSE

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



7. LOCATION OF INSTALLATION

The Location of the IGWs will be primarily at Dhaka. Additional IGWs can be setup in other locations of the country depending on traffic volume and to allow rural people to be connected with the network as and when required. For installing IGW(s) in other locations, the licensee shall have to abide by the decision of the Commission from time to time.

8. SCOPE OF THE LICENSE

8.01 The Licensee shall establish, construct, operate and maintain its applicable systems for the purpose of providing the services as described in the Clause no. 9.

8.02 The Licensee shall comply with the provisions of the Act (as amended), the Wireless Telegraphy Act, 1933 and the Telegraph Act, 1885 as modified from time to time and any Rules/Regulations/Bye-laws/Directives/Guidelines/Instructions/Orders/Circulars/ Decisions etc. issued from time to time by the Commission or the Government or any other Act that may come into force in future.

9. SYSTEMS AND SERVICES

9.01 The Licensee will provide IGW services for international outgoing and incoming calls and other services as may be directed by the Commission from time to time. IGW services providers shall access to local subscribers through Interconnection Exchange (ICX) and Access Network Services (ANS).

9.02 International Telecommunication services except data communication shall be routed through licensed Interconnection Exchanges (ICXs) and International Gateways (IGWs).

9.03 IGWs will have physical connections with ICXs. ICXs will develop and maintain interconnection facilities to connect the IGWs to ICXs and ICXs to ANS operators via their PoPs as per Infrastructure sharing and relevant guidelines and directives/instructions/decisions regarding interconnection issued by the commission from time to time.

9.04 Location of the IGWs will primarily be at Dhaka. More IGWs will be setup in other locations depending on traffic volume and to allow more rural people to be connected with the network as and when required.

9.05 The Licensee shall have primary connectivity towards International network through authorized ILDC operators.

9.06 The Licensee shall be ready to connect with ILDC at any places of the country as directed by the Commission from time to time.

9.07 The Licensee shall have monitoring system of their total traffic and submit the information to the Commission from time to time.

9.08 The Licensee shall have backup connectivity through Satellite Earth Station/VSAT until alternative ILDC is available.

9.09 The Licensee shall have sufficient monitoring facilities of backup VSAT bandwidth. The status of the VSAT bandwidth utilization shall be submitted to the Commission from time to time.

9.10 The Licensee shall have to submit the status of bandwidth utilization to the Commission from time to time as directed by the Commission.

- 9.11 All IGW Operators shall establish and maintain interconnection among IGWs so that one can carry the traffic if the other fails, as and when necessary.
- 9.12 The Licensee shall enter into end to end Service Level Agreements (SLA) with foreign carriers and will negotiate regarding fees for call origination and termination by themselves within the provision of directives from the Commission, if there is any. Agreed fees and SLAs shall be vetted by the Commission.
- 9.13 The licensee shall provide necessary connections including necessary equipments and software and, where applicable, IPLC monitoring facilities, to the Commission and to the National Monitoring Centre (NMC) for online and offline monitoring and analyzing of Call Detail Record (CDR), Traffic Data, Log files, Call Accounting, Signalling, Quality of Service (QoS) and other systems as may be directed by the Commission from time to time.
- 9.14 The Licensee shall have the system arrangement to identify, block and eliminate illegal traffic.
- 9.15 If the licensee has different types of licenses, the licensee shall have to have separate physical infrastructure and location for each type of services. The licensee shall not be allowed to use same switching system for different types of services under separate license. BTCL, holding separate licenses, shall separate the infrastructure under different licenses and notify the Commission.
- 9.16 In the case of clause 9.15, the licensee shall have to maintain separate accounting system and submit separate information, fees, charges, revenue share etc. to the Commission as directed by the Commission from time to time.
- 9.17 The licensee shall allot bandwidth, infrastructure and monitoring facilities for the VoIP Service Provider (VSP)s to connect with the overseas carriers and provide necessary assistance as per provisions stated in Schedule-2 of Appendix-4 and shall follow the directives/instructions/decisions of the Commission in this regard.

10. ELIGIBILITY

- 10.01 IGW operator license will be issued only to Bangladeshi entities (resident citizens, Non-resident Bangladeshi (NRB), proprietorships, partnerships-under the Partnership Act, 1932 and companies registered under 'Joint Stock Companies and Firms' under the Companies Act, 1994). Foreign entities (citizens, companies or subsidiaries or holding companies) shall not be eligible to be Owners/ Directors/ Shareholders/ Investors/ Partners of these licensee entities.
- 10.02 One business entity will be allowed to get one license of IGW category.
- 10.03 The existing IGW licensees or its shareholders shall not be eligible to apply for another IGW license.
- 10.04 A person / company / firm shall not be eligible to apply for IGW license, if there are any outstanding dues owed by him / it or any of its directors / partners to the Commission.
- 10.05 VSP Licensee or any of its directors / partners shall not be eligible to apply for IGW license and vice versa.

11. SCOPE FOR EXISTING IGW LICENSEES

The conditions of IGW licenses and guidelines shall be applicable to and binding on all existing IGW licensees too. The Commission will issue a separate directive to the existing licensees in this regard.



12. RIGHT OF THE GOVERNMENT

The Government reserves the right to review the matters relating to fees, charges, revenue sharing and sharing of international incoming and outgoing call rate sharing of the licenses as per provisions of the Act.

13. TECHNICAL REQUIREMENTS

The technical requirements need to be fulfilled by the licensee are appended herewith as Schedule- 2 of APPENDIX- 4.

14. NETWORK ROLLOUT

The licensee shall establish and complete the International Gateway Services within 6 (six) months from the date on which the license shall come into force unless the Government decides otherwise. 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.

15. 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 3(three) years from the date of awarding the Licenses subject to fulfilling the requirements of the Laws and Regulations of Security and Exchange Commission (SEC) in this regard. No permission will be required from the Commission for transfer of shares in Secondary Market after floating IPOs.

16. FEES AND CHARGES

16.01 The Commission may impose different fees and charges on the Licensees.

16.02 Following fees and charges will be applicable to the applicant/Licensee:

1.	Application Fee (non refundable)	Tk. 50,000 (Fifty Thousand) only
2.	License Acquisition Fee	Tk. 15,00,00,000 (Fifteen crore) only
3.	Annual License Fee	Tk. 3,75,00,000 (Three Crore Seventy Five Lac) only
4.	Gross Revenue Sharing with BTRC. (Gross Revenue = Earning by the Licensee from incoming calls + share of earnings after settlement from outgoing calls).	51.75%
5.	International incoming and outgoing call rate sharing with ICXs, ANS and the Commission	A) For International incoming calls: (a) International incoming call rates shall be decided by the Commission. Which may be reviewed from time to time. After deducting VAT (if applicable) the international incoming prevailing call rates in Bangladesh Taka (BDT) shall be shared in the following proportion:



		<p>(i) IGW shall pay to ICX(s) 15% (fifteen percent) of the call rates, and</p> <p>(ii) IGW shall pay to ANS 20% (twenty percent) of the call rates.</p> <p>B) For International outgoing calls:</p> <p>International outgoing call rates and overseas settlement rates shall be approved by the Commission upon the licensees' proposal. These rates may be reviewed from time to time by the Commission. The IGW licensee shall pay the settlement amount to the overseas carrier. ANS shall collect VAT (in BDT) during international outgoing calls from subscribers and shall pay VAT to the government. The revenue shall be calculated by the following formula:</p> <p>"Z" Balance amount (in BDT) = (Number of pulse x X) – (Number of pulse x Y)</p> <p>Where,</p> <p>"X" = Call rate (in BDT) per pulse and</p> <p>"Y" specific settlement rate (in BDT) payable to overseas carriers per pulse.</p> <p>The pulses shall be equal for both "X" and "Y" rates and to be determined by the commission while approving rates.</p> <p>The "Z" balance amount shall be shared among ANS, IGW, ICX and the Commission according to the following proportion:</p> <p>(i) ANS shall keep 40% (forty percent) of "Z";</p> <p>(ii) ANS shall pay 15% (fifteen percent) of "Z" to ICX(s);</p> <p>(iii) ANS shall pay (Number of pulse x Y) and 15% (fifteen percent) of "Z" to IGW;</p> <p>(iv) ANS shall pay 30% (thirty percent) of "Z" to the Commission.</p>
6.	Offer Security Money	Tk. 3,00,00,000 (three crore) only
7.	Performance Bank Guarantee	Tk. 15,00,00,000 (Fifteen Crore) only



- 16.03 The Licensee shall pay all the required fees and charges without any kind of deduction within the stipulated time frame mentioned hereinafter. All fees, charges etc. required to be paid by the Licensee are non-refundable and payable to Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh.
- (a) **Application Fee:** The Applicant shall submit the non-refundable Application Fee of Taka 50,000 (fifty thousand) only in the form of pay order/Bank draft in favour of the Bangladesh Telecommunication Regulatory Commission from a schedule bank with the application/offer.
 - (b) **License Acquisition Fee:** The Licensee shall pay Taka 15,00,00,000 (fifteen crore) only at one time as the License Acquisition fee within 30 (thirty) days from the date of notification of awarding License.
 - (c) **Annual License Fee:** The Licensee shall pay an annual License fee of Taka 3,75,00,000 (Three Crore Seventy Five Lac) only within 60 (sixty) Gregorian calendar days of the date of issuance of the License every year.
 - (d) **Revenue sharing with the Commission:**
 - (i) The Licensee in addition to the above, shall pay to the Commission on a Bi-monthly basis 51.75% (Fifty one point Seven Five percent) of the Gross revenue from the International incoming and outgoing call rate sharing {clause-16.02(4)} within the first 20 (twenty) Gregorian calendar days at the end of each Bi-monthly cycle.
 - (ii) The total revenue sharing 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 60 (sixty) days at the end of the financial year (July to June). In the event of any overpayment by the Licensee, the Licensee may adjust the excess amount against quarterly payments with the approval of the Commission in the next year.
 - (e) **International incoming and outgoing call rate sharing with ICXs, ANSs and Commission:** The Licensee, in addition to the above, shall share revenue with the ICXs and ANS operators as per the table mentioned above in the Clause 16.02(5).
 - (f) The Licensee shall pay other fees and charges as may be levied by the Commission from time to time.
 - (g) If Licensee fails to pay the fees, charges, etc. in time, it shall be liable to pay a late fee of 15% (fifteen percent) per annum at a compound rate on the outstanding amount. If the amount along with late fee is not paid in full within 60 (sixty) days as stipulated, such failure may result in cancellation of the License.
 - (h) The Government shall approve new services, rates/ charges and sharing of the revenue received from the particular service.

17. OFFER SECURITY MONEY

- 17.01 The Applicant(s) shall submit Taka 3 (three) crore as offer security money in the form of bank draft or pay order in favor of Bangladesh Telecommunication Regulatory Commission while submitting the offer/proposal. This offer security money shall be refunded to the unsuccessful applicants within 30 (thirty) days of the declaration of successful offerers without bearing any liability towards interest, indexation, inflation or deflation.

- 17.02 The offer security money of the successful applicant(s) shall be adjusted with the License acquisition fee.
- 17.03 Each successful selected Applicant shall deposit the license acquisition fee to the Commission in the form of bank draft or pay order within 30 (thirty) days after notification of awarding License. The License will be issued upon receiving the license acquisition fee. If the offerer fails to pay the license acquisition fee within the stipulated period, the offerer shall lose the right of acquisition of IGW license and offer security money shall automatically be forfeited.

18. PERFORMANCE BANK GUARANTEE

- 18.01 The Licensee shall furnish Performance Bank Guarantee of Taka 15 (fifteen) crore only in favour of Bangladesh Telecommunication Regulatory Commission within 30 (thirty) days from the date of issuance of License in a prescribed form (Schedule-3) issued by a scheduled bank with a minimum validity of 18 (eighteen) months.
- 18.02 After establishment of the International Gateway Services within the stipulated time to the satisfaction of the Commission as per Technical Requirements appended as Schedule-2 of Appendix-4 herein, 50% of the Performance Bank Guarantee shall be released in favour of the Licensee within 90 (ninety) Gregorian calendar days from the date of commencement. The remaining amount will be with the Commission until the validity of the license. The licensee shall maintain remaining 50% of the Performance Bank Guarantee or an amount necessary to pay all the dues for the volume of the call/traffic processed by the licensee. If the dues of a particular IGW exceeds Performance Bank Guarantee, the Commission may reduce/block (whichever is appropriate for the case) the capacity of that IGW till the fulfillment of the aforesaid condition. For convenience of the licensee, such bank guarantee may be replaced with the new one periodically with minimum one year validity. 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. Commission may also encash the Performance Bank Guarantee to any extent to realize the outstanding dues. When the full Performance Bank Guarantee will be encashed by the Commission for failure of commencement or realization of dues, the Commission shall take appropriate action with the approval of the Government to cancel the license.

19. COLLECTION OF REVENUE SHARE FROM VSP OPERATORS

- 19.01 IGW Licensee shall enter into a tripartite SLA among the overseas carriers and respective VSP and collect the call termination charges from overseas carrier as per VSP operator Licensing guidelines and/or any provision/ directive/order as declared by the Government/ Commission in this regard.
- 19.02 IGWs have to maintain accounts for the connected VSPs and report to the commission about the income and payment status as per direction of the Commission.
- 19.03 IGWs shall make payment to respective VSP, ICX, ANS and the Commission from the collected amount within 45 (forty-five) days from the last day of the relevant month.

20. RADIO EQUIPMENT AND SPECTRUM CHARGES

The rights granted to the Licensee do not include any right to use any radio frequency until such frequencies are allocated/ assigned by the Commission. If any frequency is allocated, the Licensee will be obliged to pay all required fees and charges related to such frequencies as fixed by the Commission. If Licensee fails to pay the fees, charges, etc. in time, it shall be liable to pay a late fee of 15% (fifteen percent) per annum at the compound rate on the outstanding amount. If the

amount along with late fee is not paid in full within 60 (sixty) days as stipulated, such failure may result in cancellation of the allocated frequency. The payment conditions for frequency usage will be determined by the Commission from time to time which will be binding to the Licensee.

21. RADIO FREQUENCY ASSIGNMENT

- 21.01 Interconnection between/among the IGWs and ICXs shall be with Optical Fiber Cable (OFC), Co-axial cable etc as per Infrastructure sharing and relevant guidelines and directives/ instructions/ decisions regarding interconnection issued by the commission from time to time. IGWs shall be connected to ILDC or Satellite Earth Station through OFC. However, in exceptional circumstances, where it will not be possible to realize the above mentioned interconnection through OFC only, the microwave and other radio system can be deployed with prior permission of the Commission. The Commission may provide such permission for Microwave Equipment subject to the availability of frequency as per National Frequency Allocation Plan (NFAP) and in conformity with the frequencies already allocated for the particular area under consideration.
- 21.02 The Licensee shall not import/purchase any radio equipment for their network without taking prior permission of the Commission.
- 21.03 Assigned frequencies and radio equipment are not transferable for any reason whatsoever.
- 21.04 The Commission reserves the right to cancel the assigned frequencies for the need of National Security or National Interest.
- 21.05 The Commission reserves the right to inspect the telecommunications installation/equipment and systems of the licensee at any time without any prior notice.

22. ACCOUNTING SYSTEM

- 22.01 The Commission reserves the right to issue accounting guidelines to the Licensee(s) from time to time.
- 22.02 The Licensee(s) shall comply with all directions issued by the Commission with regard to accounting separation and the proper allocation of costs.
- 22.03 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.
- 22.04 The Licensee(s) shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues. The Commission shall have the access to Call Detail Record and also to computerized accounting system of the licensee(s) as and when deemed necessary.
- 22.05 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 next 45 (forty-five) days from the last day of the relevant month.

- 22.06 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.

23. LICENSE AWARDING PROCEDURE

- 23.01 The License(s) shall be awarded through an evaluation process. The evaluation of the offers/proposals shall be carried out in conformity with the provisions of APPENDIX-1 having total 100 marks.
- 23.02 The Commission will form an IGW License Evaluation Committee to evaluate the applications for IGW license. The committee will evaluate the applications/offers on the basis of the documents/information submitted by the applicant(s). After evaluation of the applications submitted, the Commission will select the applicant subject to approval of the Government.
- 23.03 The Commission reserves the right and authority either to accept or to reject any application at any time without assigning any reason whatsoever.

24. APPLICATION

- 24.01 The applicant shall submit Application/offer/proposal for IGW Services License to the Commission in the prescribed Form duly filled-in, signed and sealed, together/along with all other necessary attested documents and information indicated in the prescribed format of letter of transmittal as appended with these Guidelines at APPENDIX-2.
- 24.02 The Guidelines and prescribed format of Letter of Transmittal shall be available in the office of the Commission. These guidelines shall also be available in the website for information.

25. SUBMISSION OF APPLICATION

- 25.01 The applicant shall complete the Letter of Transmittal (APPENDIX-2) with supporting documents and submit an Affidavit as per attached format (APPENDIX-3). He/it also submit the information and supporting documents in line with evaluation criteria (APPENDIX-1).
- 25.02 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.
- 25.03 The applicant(s) shall submit 2 (two) copies of its application with all relevant documents of which 01 (one) shall be original.
- 25.04 The complete application has to be submitted to the Commission in CD (non scanned PDF Format) form too.

26. INFORMATION PROVIDED BY THE COMMISSION

- 26.01 The information contained in these guidelines and any other information provided to the applicants in writing during the Application process is intended to assist use applicants in the preparation of their applications and shall be binding on them in the course of evaluation process.
- 26.02 The Commission has made and will continue to make reasonable efforts to include accurate and current information in the guidelines and in any other documents provided to the Applicants.

However, neither the Commission nor any of the agencies, employees, representatives, advisors or consultants shall have any liability whatsoever to any Applicant or to any of its shareholders or members or any other person resulting from the use of any of the information so provided. Applicants are encouraged to undertake their own verification of any information supplied by the Commission prior to the use of or reliance on such information.

27. OTHER COMMUNICATIONS

- 27.01 All deliveries, notices or other communications made to the applicants in connection with the Application process shall be sent by post/ courier/ email/ fax or personal delivery to the contact office of the offerer(s)/Applicant(s), as specified by the Applicant to the Commission in his application.
- 27.02 All deliveries, notices or other communications made by the applicants to the Commission in connection with the Application process shall be delivered to the Director (Licensing), Legal and Licensing Division, Bangladesh Telecommunication Regulatory Commission, IEB Bhaban, Ramna, Dhaka-1000.
- 27.03 The Applicants/Offerers are expected to carefully examine all information, instructions, Appendices and schedule given in this guideline.

28. CONFIDENTIALITY OF APPLICATIONS

- 28.01 The Commission shall make all reasonable efforts to ensure confidentiality of the information provided by the Applicants. However, neither the Commission nor any of its agencies, employees, representatives, advisors or consultants shall be liable in any respect whatsoever to any Applicant or any of its members or representatives for damages or harm resulting from a failure to maintain such confidentiality.
- 28.02 Costs associated with Evaluation: The applicants shall bear all their costs associated with the preparation and submission of their applications and the Commission shall, in no case, be responsible for these or any other costs, regardless of the conduct or outcome of the application process.

29. RESERVATION OF RIGHTS

- 29.01 The Government reserves the right, in its sole discretion, to take any action, including amendment in these guidelines, which it considers necessary to ensure that the Evaluation process takes place in a fair, open and transparent manner, in accordance with law and discourages collusion and predatory evaluation that may block the entry of potential offerers into the evaluation process.
- 29.02 The Government further reserves the right in its sole discretion to modify/temporarily stop/terminate the evaluation process at any time, In case of termination of the evaluation process, the offerers will apply to the Commission for returning the Offer Security Money and it will return the Offer Security Money to the applicant within 30 (thirty) days of such application without bearing any liability.

30. REPORTS

- 30.01 The Licensee shall also be required to furnish any information on Systems, Services and Finance at any time if asked for by the Commission.



30.02 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, number of clients connected or waiting for connection etc.

31. 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 ground 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 obtain 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 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 IGW License.
- (iv) that the Licensee provide illegal traffic violating the terms and conditions of the IGW License.
- (v) that any share is transferred or issued without prior written permission of the Commission.
- (vi) that any of the conditions of the IGW License is violated.
- (vii) 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;

- (viii) that the Licensee is liquidated, bankrupt or insolvent 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;
- (ix) that case the Licensee has ceased to carry on business mentioned in this license;
- (x) that the licensee hides any information for 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
- (xi) 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 and/or the Government etc.

32. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

- 32.01 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.
- 32.02 Cancellation or suspension of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.

33. STATUS

- 33.01 The information contained in this document is intended to assist interested parties in applying for the relevant 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.
- 33.02 These guidelines shall form an integral part of the license and vice-versa.

34. MISCELLANEOUS

- 34.01 The Licensee shall be ready for annual technical and financial audit. The audit team authorized by the Commission shall have the right for auditing technical and financial position of any Licensee for any year. The Licensee shall comply and shall furnish all relevant information and documents as sought by the audit team.
- 34.02 The Licensee shall have obligation to contribute in social obligation fund as decided by the Commission under to the Act.
- 34.03 The licensee shall have to monitor all traffics passing through its system network and to provide the relevant information to the Commission from time to time.
- 34.04 The licensee shall be accountable to furnish information of all traffics to the Commission as directed from time to time.

- 34.05 This guideline and any License issued in pursuant to the process announced herein shall be exclusively subjected to, and interpreted in accordance with the provisions of the Act, the Rules and the Regulations issued thereunder.
- 34.06 Any dispute, controversy or claim arising out of or in connection with this guideline, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be final and binding to the licensee.
- 34.07 The Evaluation process, the accompanying documents, and all correspondence relating to the process announced in this guideline shall be submitted in English language.
- 34.08 The Government at all time shall reserve the right to change, alter, modify, amend, supplement or replace any or all of the Evaluation procedure before the Evaluation Date and such change, alteration, modification, amendment, supplement or replacement shall be communicated to the Applicants and become an integral part of the Evaluation procedure.
- 34.09 A generic form of IGW Service License is attached for reference as APPENDIX-4.
- 34.10 All sections of the Bangladesh Telecommunication Regulation Act, 2001 (as amended) shall be applicable in every case.

APPENDIX-1

[Clause 22 of the Guidelines]

LICENSE AWARDING PROCEDURE (EVALUATION PROCESS)

The License shall be awarded through an evaluation process. The Commission will form an IGW License Evaluation Committee (hereinafter called the “Committee”) to evaluate the applications for IGW license. The committee will evaluate the applications/offers on the basis of the documents/information submitted by the applicant(s). After evaluation of the applications, the Commission will select the applicant subject to approval of the Government. The evaluation/selection criteria are as follows:

1. EVALUATION CRITERIA

No.	Item Description	Total Marks
1.	Experience Description of the applying organization. Experience/ knowledge of the company or its shareholders, directors, employees, partners in the field of Telecommunication, Management, Finance, Marketing, Industries, Business, etc.	18
2.	Project Management and Implementation Plan <ul style="list-style-type: none">a. System Network Block diagram with descriptionb. Implementation and management plan (detail of all aspects should be covered)c. Implementation schedule (Gantt chart)d. Contingency and backup plan description for timely project implementatione. Location and Number of the IGW and future plan for first 3 yearsf. Management strategy and future plan for the duration of the license	15
3.	Organogram and Management of the Entity <ul style="list-style-type: none">a. Organization chartb. Brief responsibility (job description) of personnel and work groups as per the organization chartc. Provide details of key Personnel for following fields<ul style="list-style-type: none">i. Management & Administrationii. Technical & Operationsiii. Financialiv. Marketing, Sales & Customer Care	12
4.	Technical & Network Solution <ul style="list-style-type: none">a. System network diagram with descriptionb. Technical system configuration including technical specification of major equipment.c. Connectivity with ILDC operators and connectivity with ICX operators.d. Quality of Service obligation fulfillment plan.e. Detail system redundancy.f. Monitoring & LI Compliance detail.g. Connectivity with BTRC and NMC/LEA.h. System arrangement to identify, block and eliminate illegal traffic.	20

5.	Market Strategy a. Detail of market assessment b. Strategy for marketing c. Contingency plan of applicant(operator) for changed market scenario	6
6.	Financial a. Details of financial analysis as per technical, operations and marketing plan. This shall include total project cost and cost financing pattern, assumptions for financial analysis, together with projected five years working capital, estimated total annual gross revenue, cost of services, cost of administration and marketing, Profit and Loss calculation, IRR calculation. b. Total proposed investment for the project, ratio of own financing and other sources c. Supporting documentation regarding source of fund mobilization (bank comfort letter, equity source, other financial source detail)	21
7.	Risk Management Plan a. Risk identification b. Risk response strategy & Plan	4
8.	Corporate Social Responsibility a. Description the business strategy of the organization. How the proposed strategy will contribute to Bangladesh's Telecom sector and subscribers. b. Description how the applicant proposes to undertake social commitments and participate in nation building.	4
Total Marks		100

Notes:

- i. Criteria / Items should be described separately and clearly mentioning the item number with heading of the Criteria / Items.
- ii. Applicants will be marked/assessed in accordance with the criteria set out in each item. The best proposal / offer in each item shall obtain the highest mark and others will be marked accordingly.

2. SELECTION OF SUCCESSFULL OFFERERS

- (a) In order to ensure diversity, uninterrupted telecom gateway services the number of licenses shall be decided by the Government. Licenses will be awarded as per the evaluation of submitted offers/proposals.
- (b) The Commission will notify to the highest scorers to receive the IGW licenses by depositing the License Acquisition fee to the Commission within 30 (thirty) days after the date of the notification of awarding license.
- (c) This license acquisition fee will be inclusive of offer security money. If any of the selected applicant(s) fails to pay the license acquisition fee within the stipulated period as mentioned above, he/it shall lose the right of acquisition of IGW license and his/its offer security money will be forfeited.

- (d) In this case, IGW Licensee will be offered to the next highest scorer. The Commission will offer IGW License to the next successful offerers which will be listed in descending order according to the total score obtained in the evaluation process until successful offerer willing to acquire the IGW license is found.
- (e) If no successful offerer is found ready to get the IGW license, in this case the decision of the Commission is final.
- (f) The Commission shall forfeit the offer security money and all other amounts received from the defaulting offerer(s).
- (g) The license shall only be issued after payment of the License Acquisition Fee.

3. DISQUALIFICATION OF APPLICANTS DURING EVALUATION PROCESS

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

- 3.01 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.
- 3.02 If wilful misrepresentation of any facts in any part of the application is detected.
- 3.03 If the offerer attempts to make illegal conduct in the Evaluation procedure or improper attempts to influence the outcome, or delay or disrupt the process.
- 3.04 If the offerer tries to adopt 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.
- 3.05 If the offerer tries to avail any “fraudulent practice” or misrepresentation of the facts in order to influence the results of the licensing process established by the Guideline.
- 3.06 If the applicant is disqualified for any of the reasons set forth in this guideline.

APPENDIX – 2
[Clause 23 of the Guidelines]
LETTER OF TRANSMITTAL

International Gateway (IGW) Services License

A. Applicant Identity:

SL.	Item	
1.	Name of the Applicant	
2.	Registered Office Address	
3.	Fixed Telephone & Mobile	
4.	Fax	
5.	E-mail	
6.	Website	
7.	Name and designation of Authorized Signatory and Contact Person with telephone number	

B. Organization/Shareholders:

SL.	Item	Attached	Not Attached	Remarks
1.	Organization / Company: Description of the organization / company background including Certificate of Incorporation, Memorandum and Articles of Association, experience of the company or of its shareholders, directors, employees and partners in current and previous business ventures.			

2.	Stakeholders: List of shareholders with details of equity ownership. Description of Owners, shareholders, directors, partners, associates, shareholding companies (and their owners, directors). The individual level eventual ownership shall be established and detailed resume of those individuals should be provided.			
----	--	--	--	--

C. Business Activities:

SL.	Item	Attached	Not Attached	Remarks
1.	Details of Directors and Shareholders with equity ownership with relation to other licensees and applicants for license along with bio-data and photo			
2.	Most recent interim financial results and management accounts for applicant and its shareholders/investors. Audited report of the last 3 (three) years (if applicable)			

D. Following documents also need to be duly certified and attached with the Application Form:

SL.	Item	Attached	Not Attached	Remarks
1.	Application in a Letter Head Pad			
2.	Relevant Fees in the Form of Pay Order/Bank Draft (application fee and offer security money)			
3.	Up to date VAT and Tax given to the Government Fund in the last 3 (three) years along with Income Tax Clearance Certificate (if applicable) and TIN Certificate.			
4.	Certified copies of certificate demonstrating ownership interest in application (if applicable)			

5.	Certified copy of Certificate of Incorporation, MoA and AoA or Agreement of Partnership (if applicable)			
6.	Authorization to the Authorized Signatory (Resolution of The Board of Directors/Power of Attorney duly Notarized)			
7.	Bank Solvency Certificate in which bank shall certify the total deposited money of the applicant. Commitment of bank for giving loan for the proposed project (Letter of comfort from a scheduled bank).			
8.	Trade License			
9.	Copy of existing License(s) issued by the Commission in favour of the applicant (if applicable).			
10.	Original copy of Notarized Affidavit (in Tk. 150/- non-judicial stamp).			
11.	The applicant(s) shall submit 2 (two) copies of its application/offer with all relevant documents of which 01 (one) shall be original in an envelope/box containing all necessary documents.			
12.	The complete application offer has to be submitted to the Commission in CD (non scanned PDF Format) also.			
13.	If the applicant applied for IIG and ICX licenses, he shall have to submit the information about those application.			
14.	Documents relating to Evaluation criteria.			

E. Declaration:

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

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

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

☐ Yes ☐ No

If yes, please give details

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

☐ Yes ☐ No

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

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

If yes, please provide the following details:

i. Period of Involvement in illegal activities: _____

ii. Case No (If Applicable): _____

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

a. Amount (BDT): _____

b. Cheque No./ Bank Draft No.: _____

iv. Undertaking given to the Commission: ☐ Yes ☐ No

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

6. I/We also hereby certify that I/We have carefully read the section 36 of Bangladesh Telecommunication Regulation Act, 2001 (as amended) and I/We are not disqualified from obtaining the License.

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

Date:

Place:

Signature
Name of the Applicant/Authorized
Signatory with Seal



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

Note:

- ☐ Application without the submission of complete documents and information will not be accepted.
- ☐ Payment should be made by a Pay order / Demand Draft in favor of Bangladesh Telecommunication Regulatory Commission (BTRC).
- ☐ Application fee is not refundable.
- ☐ Application will not be accepted if provided information do not fulfill the relevant terms and conditions of the Commission issued at various time.



APPENDIX-3

[Clause 24 of the Guidelines]

AFFIDAVIT

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

_____ after having been duly sworn deposed states:
(Address)

1. That he/she is the _____
(Official Capacity)
of _____,
(Name of company/corporation/partnership/society/individual (the Applicant))
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
_____.
(Name of Country) the Peoples Republic of Bangladesh.

2. That personally, and as _____ for
(Official Capacity)
and on behalf of 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 a IGW License from the
(name)
Bangladesh Telecommunication Regulatory Commission;
 - c) That 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 or its shareholder(s) has not held any IGW License

- e) 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;
 - (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 been elapsed since his/her release from imprisonment;
 - (iv) has not been declared bankrupt by the court and has not been discharged from the liability of bankruptcy;
 - (v) has not been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a loan defaulter loanee of that bank or institution.
 - (vi) is eligible under clause 10 of the guidelines hereto; or
 - (vii) 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 or for violation of the Act/Any Regulations/ Rules/Guidelines/Bye-laws/Directives/ Instructions/Orders/ Circulars/ Decisions of the Commission and/or the Government etc.
 - (viii) any license of his has not been cancelled by the Commission at any time during the last 5 (five) years.
 - (ix) he/it does not have any outstanding dues to the Commission.

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

APPENDIX- 4 (Generic form of IGW License)

[Clause 33.09 of the Guidelines]



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

OPERATOR LICENSE

FOR

INTERNATIONAL GATEWAY (IGW) SERVICES

ISSUED

TO

.....

UNDER

THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001

ON THE

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



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB BHABAN, RAMNA, DHAKA-1000

OPERATOR LICENSE

FOR

INTERNATIONAL GATEWAY (IGW) SERVICES

LICENSE NO:

--

DATE :

--	--	--

In Exercise of the Power
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/CEO/MD/MP having registered office at
.....

as an Operator of

International Gateway (IGW) Services
in Bangladesh

whereby it is authorized

to establish, maintain and operate the associated systems and
provide services as specified in this license

ON NON-EXCLUSIVE BASIS

under the terms and conditions given in the following pages
including the schedules annexed hereto.

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

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

INTERNATIONAL GATEWAY 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 by the Government 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 Government has decided to issue Licenses on International Gateway Services.

Therefore, in exercise of the power under Section 36 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 establish, maintain and operate International Gateway Services, subject to the terms and
conditions mentioned hereinafter.

1. INTERPRETATIONS AND DEFINITIONS

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

2. COMMENCEMENT AND DURATION OF THE LICENSE

- 2.01 The license shall come into force on thisday of, 20.....(two thousand.....).
- 2.02 Unless otherwise cancelled earlier, this License shall be valid for 15 (fifteen) years (initial term) from the date mentioned in Clause 2.01 subject to the payment of annual license fees, and compliance with the terms and conditions of this license.

3. RENEWAL OF THE LICENSE

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

4. SCOPE OF THE LICENSE

- 4.01 The Licensee shall establish, construct, operate and maintain its applicable systems for the purpose of providing the services as described in the Clause no. 5.
- 4.02 The Licensee shall comply with the provisions of the Act (as amended), the Wireless Telegraphy Act, 1933 and the Telegraph Act, 1885 as modified from time to time and any Rules/Regulations/Bye-laws/Directives/Guidelines/Instructions/Orders/Circulars/ Decisions etc. issued from time to time by the Commission or the Government or any other Act that may come into force in future.

5. SYSTEMS AND SERVICES

- 5.01 The Licensee will provide IGW services for international outgoing and incoming calls and other services as may be directed by the Commission from time to time. IGW services providers shall access to local subscribers through Interconnection Exchange (ICX) and Access Network Services (ANS).
- 5.02 International Telecommunication services (terminating to and originating from Bangladesh) shall be routed through licensed Interconnection Exchanges (ICXs) and International Gateways (IGWs).
- 5.03 IGWs will have physical connections with ICXs. ICXs will develop and maintain interconnection facilities to connect the IGWs to ICXs and ICXs to ANS operators via their PoPs as per Infrastructure sharing and relevant guidelines and directives/instructions/decisions regarding interconnection issued by the commission from time to time.
- 5.04 Location of the IGWs will primarily be at Dhaka. More IGWs will be setup in other locations depending on traffic volume and to allow more rural people to be connected with the network as and when required.

- 5.05 The Licensee shall have primary connectivity towards International network through Licensed ILDC operators.
- 5.06 The Licensee shall be ready to connect with ILDC at any places of the country as directed by the Commission from time to time.
- 5.07 The Licensee shall have monitoring system of their total traffic and submit the information to the Commission from time to time.
- 5.08 The licensee may use the Satellite Earth Station/VSAT as back-up with the prior approval of the Commission until alternative ILDC is available.
- 5.09 The Licensee shall have sufficient monitoring facilities of backup VSAT bandwidth. The status of the VSAT bandwidth utilization shall be submitted to the Commission from time to time.
- 5.10 The Licensee shall have to submit the status of bandwidth utilization to the Commission from time to time as directed by the Commission.
- 5.11 All IGW Operators shall establish and maintain interconnection among its own IGWs so that one can carry the traffic if the other fails, as and when necessary.
- 5.12 The Licensee shall enter into end to end Service Level Agreements (SLA) with foreign carriers and will negotiate respective fees for call origination and termination by themselves within the provision of directives from the Commission, if there is any. Agreed fees and SLAs shall be vetted by the Commission.
- 5.13 The licensee shall provide necessary connections including necessary equipments and software and, where applicable, IPLC monitoring facilities, to the Commission and to the National Monitoring Centre (NMC) for online and offline monitoring and analyzing of Call Detail Record (CDR), Traffic Data, Log files, Call Accounting, Signalling, Quality of Service (QoS) and other systems as may be directed by the Commission from time to time.
- 5.14 The Licensee shall have the system arrangement to identify, block and eliminate illegal traffic.
- 5.15 If the licensee has different types of licenses, the licensee shall have to have separate physical infrastructure and location for each type of services. The licensee shall not be allowed to use same switching system for different types of services under separate license. BTCL, holding separate licenses, shall separate the infrastructure under different licenses and notify the Commission.
- 5.16 In the case of Clause 5.15, the licensee shall have to maintain separate accounting system and submit separate information, fees, charges, revenue share etc. to the Commission as directed by the Commission from time to time.
- 5.17 The licensee shall allot bandwidth, infrastructure and monitoring facilities for the VoIP Service Provider (VSP)s to connect with the overseas carriers and provide necessary assistance as per provisions stated in Schedule-2 and shall follow the directives/instructions/decisions of the Commission in this regard.

6. RIGHT OF THE GOVERNMENT

The Government reserves the right to review the matters relating to fees, charges, revenue sharing, International incoming and outgoing call rate sharing of the license after every 5 (five) years of the licensing period from the date of the issuance of the license as per provisions of the Act.

7. 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 3 (three) years from the date of awarding the Licenses subject to fulfilling the requirements of the Laws and Regulations of Security and Exchange Commission (SEC) in this regard. No permission will be required from the Commission for transfer of shares in Secondary Market after floating IPOs.

8. FEES AND CHARGES

The licensee shall pay the following fees and charges to the commission without any deduction. The Commission shall impose upon the Licensee different fees and charges. Some of the charges or part thereof shall be in proportion to the Licensee's annual audited gross turnover.

8.01 Following fees and charges are applicable to the Licensee:

1.	Annual License Fee	Tk. 3,75,00,000 (Three Crore Seventy Five Lac)
2.	Gross Revenue Sharing with BTRC. (Gross Revenue = Earning by the Licensee from incoming calls + share of earnings after settlement from outgoing calls).	51.75%
3.	International incoming and outgoing call rate sharing with ICXs, ANS and the Commission	<p>A) For International incoming calls:</p> <p>(a) International incoming call rates shall be decided by the Commission which may be reviewed from time to time.</p> <p>After deducting VAT (if applicable) the international incoming prevailing call rates in Bangladesh Taka (BDT) shall be shared in the following proportion:</p> <p>(i) IGW shall pay to ICX(s) 15% (fifteen percent) of the prevailing call rates, and</p> <p>(ii) IGW shall pay to ANS 20% (twenty percent) of the prevailing call rates.</p> <p>B) For International outgoing calls:</p> <p>International outgoing call rates and overseas settlement rate shall be approved by the Commission upon the licensees' proposal. These rates may be reviewed from time to time by the Commission. The IGW licensee shall pay the settlement amount to the overseas carrier. ANS shall collect VAT (in BDT) during international outgoing calls from subscribers and shall pay VAT to the government. The revenue shall be calculated</p>

		<p>by the following formula:</p> <p>“Z” Balance amount (in BDT) = (Number of pulse x X) – (Number of pulse x Y)</p> <p>Where,</p> <p>“X” = Call rate (in BDT) per pulse and</p> <p>“Y” specific settlement rate (in BDT) payable to overseas carriers per pulse.</p> <p>The pulses shall be equal for both “X” and “Y” rates and to be determined by the commission while approving rates.</p> <p>The “Z” balance amount shall be shared among ANS, IGW, ICX and the Commission according to the following proportion:</p> <p>(i) ANS shall keep 40% (forty percent) of “Z”;</p> <p>(ii) ANS shall pay 15% (fifteen percent) of “Z” to ICX(s);</p> <p>(iii) ANS shall pay (Number of pulse x Y) and 15% (fifteen percent) of “Z” to IGW;</p> <p>(iv) ANS shall pay 30% (thirty percent) of “Z” to the Commission.</p>
4.	Performance Bank Guarantee	Tk. 15,00,00,000 (fifteen Crore) only

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

- (a) **Annual License Fee:** The Licensee shall pay an annual License fee of Taka 3,75,00,000 (Three Crore Seventy Five Lac) only every year before
- (b) **Revenue sharing with the Commission:**
- (i) The Licensee in addition to the above, shall pay to the Commission on a Bi-monthly basis 51.75% (Fifty one point Seven Five percent) of the Gross revenue from the International incoming and outgoing call rate sharing {clause-8.01(2)} within the first 20 (twenty) Gregorian calendar days at the end of each Bi-monthly cycle.
- (ii) The total revenue sharing 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 60 (sixty) days at the end of the financial year (July to June). In the event of any overpayment by the Licensee, the Licensee may adjust any excess amount against quarterly payments with the approval of the Commission in the next year.

- (c) **International incoming and outgoing call rate sharing with ICXs, ANSs and Commission:** The Licensee, in addition to the above, shall share revenue with the ICXs and ANS operators as per the table mentioned above in the Clause 8.01.
- (d) The Licensee shall pay other fees and charges as may be levied by the Commission from time to time.
- (e) If Licensee fails to pay the fees, charges, etc. in time, it shall be liable to pay a late fee of 15% (fifteen percent) per annum at compound rate on the outstanding amount. If the amount along with late fee is not paid in full within 60 (sixty) days as stipulated, such failure may result in cancellation of the License.
- (f) The Government shall approve new services, rates/ charges and sharing of the revenue received from the particular service.

9. PERFORMANCE BANK GUARANTEE

- 9.01 The Licensee shall furnish Performance Bank Guarantee of Taka 15 (fifteen) crore only in favour of Bangladesh Telecommunication Regulatory Commission within 30 (thirty) days from the date of issuance of License in a prescribed form (Schedule-3) issued by a scheduled bank with a minimum validity of 18(eighteen) months.
- 9.02 After establishment of the International Gateway Services within the stipulated time to the satisfaction of the Commission as per Technical Requirements appended as Schedule-2 of Appendix-4 herein, 50% of the Performance Bank Guarantee shall be released in favour of the Licensee within 90 (ninety) Gregorian calendar days from the date of commencement. The remaining amount will be with the Commission until the validity of the license. The licensee shall maintain remaining 50% of the Performance Bank Guarantee or an amount necessary to pay all the dues for the volume of the call/traffic processed by the licensee. If the dues of a particular IGW exceeds Performance Bank Guarantee, the Commission may reduce/block (whichever is appropriate for the case) the capacity of that IGW till the fulfillment of the aforesaid condition. For convenience of the licensee, such bank guarantee may be replaced with the new one periodically with minimum one year validity. 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. Commission may also encash the Performance Bank Guarantee to any extent to realize the outstanding dues. When the full Performance Bank Guarantee will be encashed by the Commission for failure of commencement or realization of dues, the Commission shall take appropriate action with the approval of the Government to cancel the license.

10. COLLECTION OF REVENUE SHARE FROM VSP OPERATORS

- 10.01 IGW Licensee shall enter into a tripartite SLA among the overseas carriers and respective VSP and collect the call termination charges from overseas carrier as per VSP operator Licensing guidelines and/or any new provision declared by the Government/ Commission in this regard.
- 10.02 IGWs have to maintain accounts for the connected VSPs and report to the commission about the payment status as per direction of the Commission.
- 10.03 IGWs shall make payment to respective VSP, ICX and ANS and the Commission from the collected amount within 45 (forty-five) days from the last day of the relevant month.

11. RADIO EQUIPMENT AND SPECTRUM CHARGES

The rights granted to the Licensee do not include any right to use any radio frequency until such frequencies are allocated/assigned by the Commission. If any frequency is allocated, the Licensee will be obliged to pay all required fees and charges related to such frequencies as fixed by the Commission. If Licensee fails to pay the fees, charges, etc. in time, it shall be liable to pay a late fee of 15% (fifteen percent) per annum at the compound rate on the outstanding amount. If the amount along with late fee is not paid in full within 60 (sixty) days as stipulated, such failure may result in cancellation of the allocated frequency. The payment conditions for frequency usage will be determined by the Commission from time to time which will be binding to the Licensee.

12. RADIO FREQUENCY ASSIGNMENT

- 12.01 Interconnection between/among the IGWs and ICXs shall be with Optical Fiber Cable (OFC), Co-axial cable etc as per Infrastructure sharing and relevant guidelines and directives/ instructions/ decisions regarding interconnection issued by the commission from time to time. IGWs shall be connected to ILDC or Satellite Earth Station through OFC. However, in exceptional circumstances, where it will not be possible to realise the above mentioned interconnection through OFC only, the microwave and other radio system can be deployed with prior permission of the Commission. The Commission may provide such permission for Microwave Equipment subject to the availability of frequency as per National Frequency Allocation Plan (NFAP) and in conformity with the frequencies already allocated for the particular area under consideration.
- 12.02 The Licensee shall not import/purchase any radio equipment for their network without taking prior permission of the Commission.
- 12.03 Assigned frequencies and radio equipments are not transferable for any reason whatsoever.
- 12.04 The Commission reserves the right to cancel the assigned frequencies for the need of National Security or National Interest.
- 12.05 The Commission reserves the right to inspect the telecommunications installation/equipment and systems of the licensee at any time without any prior notice.

13. FACILITY SHARING

The Licensees may cooperate and share its infrastructure with other licensed operators with prior approval of the Commission. The Commission may direct a Licensee to share its facilities with others on ground of common interest. Such direction shall have to be complied with by the licensee. The conditions of Infrastructure Sharing Guidelines shall be applied to the Licensees.

14. NETWORK ROLLOUT

The licensee shall establish and complete the International Gateway Services within 6 (six) months from the date on which the license shall come into force unless the Government decides otherwise. 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.

15. BALANCED FLOW OF TRAFFIC

- 15.01 To maintain balanced flow of traffic the Licensee must route 90% (ninety percent) of its international incoming traffic equally distributed through each of the ICX Licensees.

- 15.02 To maintain balanced flow of traffic each of the ICX Licensees must route 90% (ninety percent) of its outgoing international traffic equally distributed through each of the IGW Licensees.

16. TARIFFS AND PRICING

- 16.01 The Licensee shall not commence with any of the services before obtaining written approval for its tariff from the Commission (as per the Act) and shall strictly comply with all directives of the Commission as may be issued from time to time.
- 16.02 The Licensee shall seek the written approval of the Commission before making any changes to the approved tariffs.
- 16.03 The Licensee shall submit to the Commission a copy of the agreements between itself and the foreign carrier and/or ICXs along with detailed breakdown of tariff arrangement for vetting of the Commission.

17. BILLING

- 17.01 The Licensee shall take all reasonable steps to ensure that its billing systems used in connection with the service are reliable and accurate and capable of generating billing information in different formats including itemized billing.
- 17.02 The Licensee shall keep records of any billing in such form as may be specified by the Commission and shall supply/produce such records as and when required by the Commission.

18. TECHNICAL REQUIREMENTS

Technical requirements need to be fulfilled by the Licensee are appended herewith as Schedule-2.

19. DISPUTE RESOLUTION

In the event of any differences or disputes with other IGW Licensees or other licensed telecom operators and failure to resolve the differences or disputes amicably among themselves, the Licensee shall refer the matter to the Commission for resolution of the same. The decision of the Commission in that regard shall be final and binding upon the parties.

20. ACCOUNTING SYSTEM

- 20.01 The Commission reserves the right to issue accounting guidelines to the Licensee(s) from time to time.
- 20.02 The Licensee(s) shall comply with all directions issued by the Commission with regard to accounting separation and the proper allocation of costs.
- 20.03 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.
- 20.04 The Licensee(s) shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues. The Commission shall have the access to Call Detail Records and also computerized accounting system of the licensee(s) as and when deemed necessary.

20.05 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 10 (ten) days of the following Gregorian calendar month.

20.06 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.

21. CHANGES IN MANAGEMENT STRUCTURE

21.01 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.

21.02 All directors and shareholders of the Licensee shall be resident Bangladeshi Citizen. The Licensee shall neither transfer any share nor issue new shares without prior written permission of the Commission. Shares shall not be transferred to anyone who is not a resident Bangladeshi citizen and/or to any company which is not registered in Bangladesh and shareholders of which are not resident Bangladeshi Citizen.

22. INFORMATION, INSPECTION AND REPORTING

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

22.02 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 and provisions in the License.

22.03 The Commission or its authorized representatives shall have free access to the installations and equipments 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.

23. REPORTS

23.01 The Licensee shall also be required to furnish any information on Systems, Services and Finance at any time if asked for by the Commission.

23.02 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, number of clients connected or waiting for connection etc.

24. AMENDMENTS

The Commission with the approval of the Government 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, Rules and Regulations.

25. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

25.01 The Licensee shall inform the Commission all loan related information within 10 days of the approval of the loan by any financial institution. The License shall not be assigned or pledged as security.

25.02 This License and any right accrued hereunder shall not be transferred, wholly or partly.

26. 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 ground 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 obtain 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 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 IGW License.
- (iv) that the Licensee provide illegal traffic violating the terms and conditions of the IGW License.
- (v) that any share or is transferred or issued without prior written permission of the Commission.
- (vi) that any of the conditions of the IGW License is violated.

- (vii) 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;
- (viii) that the Licensee is liquidated, bankrupt or insolvent 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;
- (ix) that case the Licensee has ceased to carry on business mentioned in this license;
- (x) that the licensee hides any information for 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
- (xi) 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 and/or the Government etc.

27. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

- 27.01 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.
- 27.02 Cancellation or suspension of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.

28. MISCELLANEOUS

- 28.01 The Licensee shall be ready for annual technical and financial audit. The audit team authorized by the Commission shall have the right for auditing technical and financial position of any Licensee for any year. The Licensee shall comply and shall furnish all relevant information and documents as sought by the audit team.
- 28.02 The Licensee shall have obligation to contribute in social obligation fund as decided by the Commission under to the Act.
- 28.03 The licensee shall have to monitor all traffics passing through its system network and to provide the relevant information to the Commission from time to time.
- 28.04 The licensee shall be accountable to furnish information of all traffics to the Commission as desired from time to time.

- 28.05 The Licensee shall comply with all terms and conditions of this License, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 (as amended) and any applicable subsidiary legislation and all directions issued by the Commission from time to time.
- 28.06 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.
- 28.07 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.
- 28.08 Violation of any of the conditions of the License shall render the License to be cancelled.
- 28.09 The Schedules, Appendices annexed herewith and the related guidelines shall form integral part of the license.
- 28.10 All correspondences shall be in writing and shall be sent to the Licensee's registered place of business.
- 28.11 Unless otherwise stated –
- (a) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
 - (b) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
 - (c) any expression in masculine gender shall denote both genders;
 - (d) any reference in this License to a person shall be deemed to include natural and legal persons;
 - (e) all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
 - (f) the term 'or' shall include 'and' but not vice versa;
 - (g) any reference in this License to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
 - (h) references to Clauses, Sub-Clauses, Annexure and Schedule are to Clauses, Sub-Clauses, Annexure and Schedule to this License, respectively.
- 28.12 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.
- 28.13 The provisions of the Regulatory and Licensing Guidelines for International Gateway (IGW) Services being No. BTRC/LL/IGW(383)/2011-699, dated 20-10-2011 shall be an integral part of this License.

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

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

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

Director (Licensing)
Legal and Licensing Division
BTRC

SCHEDULE- 1

INTERPRETATIONS, DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise requires, the different terms and expression used in the policy shall have the following meaning assigned to them. The headings are given for the shake of convenience in the policy and do not carry any special meaning.

1. **“Access Network Service Operators”** means the PSTN, Cellular mobile phone operator, Broadband Wireless Access operator, Cable Service Provider, IPTSPs, ISPs etc. who have a direct access to the subscribers.
2. **“Act”** means the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) (as amended).
3. **“Commission”** means the Bangladesh Telecommunication Regulatory Commission established under the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
4. **“Call Detail Records (CDR)”** is generated by all types of switches and HUB in the form of binary or any other form of file that includes all types of records of outgoing and incoming calls such as caller and called party number, origin and destination of calls, call duration, calling time, location, etc.
5. **“ILDC”** means the International Long Distance Cable consisting of Submarine Cable (SC) or Terrestrial Cable (TC) or both.
6. **“ILDTS Policy”** means the International Long Distance Telecommunication Services Policy, 2010 (or to be formulated by the Government from time to time).
7. **“Interconnection Exchange (ICX)”** refers to switching systems which provides interconnections among the existing/future telecommunication network of the operators and allows monitoring, Lawful Interception (LI) facilities and Roaming Number Portability.
8. **“International Internet Gateway (IIG)”** refers to switching systems through international data traffic is sent and received. It allows computer-based voice traffic flow.
9. **“International Gateways (IGWs)”** refers to switching systems through which international voice traffic (VoIP and clear channel) is sent and received. IGW allows physical monitoring of the traffic flow.
10. **“IP Telephony”** means allowing voice traffic to travel over data networks using Internet Protocol. Voice signals are broken down in to packets, which go over the internet or privately owned data networks where Internet Protocol is used.
11. **“IPTSP”** means Internet Protocol Telephony Service Provider for providing IP Telephony.
12. **“ITU”** means International Telecommunication Union.
13. **“License”** means IGW License issued or deemed to have been issued by the Commission under Bangladesh Telecommunication Regulation Act, 2001 (as amended).

14. **“Licensee”** means any person/entity have been licensed (IGW) under the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
15. **“National Internet Exchange (NIX)”** refers to switching systems through his all domestic internet data communication will be routed via NIX to minimize uses of international bandwidth.
16. **“Next Generation Network (NGN)”** is a packet based network able to provide services including telecommunication services and able to make use of multiple broadband, QoS-enabled transport technologies and in which service related functions are independent from underlying transport related technologies. It offers unrestricted access by users to different service providers. It supports generalized mobility which will allow consistent and ubiquitous provision of services to users.
17. **“Operator”** means an organization or a person licensed under the Bangladesh Telecommunication Regulation Act, 2001 (as amended) for establishing or operating a telecommunication system or providing telecommunication services or operating a system which is the combination or more than one of those facilities.
18. **“PBG”** means Performance Bank Guarantee from a scheduled Bank mentioned in Bangladesh Bank Order 1972 (P.O. No. 127 of 1972).
19. **“Point of Presence (POP)”** means setting up of switching center and transmission center of appropriate capacity to provide on demand service of prescribed quality and grade of service in a non –discriminatory manner.
20. **“PLMN”** means Public Land Mobile Network for providing land mobile telephone.
21. **“PSTN”** means Public Switched Telephone Network for providing to the public.
22. **“Quality of Service (QoS)”** is evaluated on the basis of measures on the grade of service, calls lost due to wrong processing, bit error rate, response time, acceptable number of faults per unit subscribers served, and Mean Time To Restore (MTTR), faults carried over beyond the MTTR, etc.
23. **“Quarter”** means a period of three months of the Gregorian calendar year.
24. **“Regulation”** means, regulations made or will be made in the future by the Commission under the Act.
25. **“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.
26. **“Telecommunication Service”** means telecommunications services defined under section 2(15) of Bangladesh Telecommunication Regulation Act, 2001 (as amended).
27. **“Telecommunication System”** means Telecommunications System defined under section 2(13) of Bangladesh Telecommunication Regulation Act, 2001 (as amended).

28. **“Tariff”** means rates, charges payable by a subscriber/party for services provided and related conditions at which telecommunication services may be provided including rates and related conditions at which messages shall be transmitted, deposits, installation fees, rentals, free calls, usages charges and any other related fees or service charge.
29. **“tElephone NUmber Mapping (ENUM)”** is mapping of “Telephone Numbers” to Uniform Resources Identifiers (URIs) using the Domain Name System (DNS) in the domain e164.arpa. ENUM enables the convergence between the PSTN/PLMN and Internet.
30. **“Voice over Internet Protocol (VoIP)”** is the routing of voice conversations over the Internet or any other IP network. The voice data flows over a general-purpose packet-switched network.
31. **Abbreviations:**
- | | | | |
|----------|-------|---|--|
| (i) | ANS | - | Access Network Services. |
| (ii) | BTRC | - | Bangladesh Telecommunication Regulatory Commission. |
| (iii) | CALEA | - | The Communication Assistance for Law Enforcement Act (US). |
| (iv) | ETSI | - | European Telecommunications Standard Institute |
| (v) | ES | - | European Standard. |
| (vi) | ICX | - | Interconnection Exchange. |
| (vii) | IGW | - | International Gateways. |
| (viii) | IIG | - | International Internet Gateway. |
| (ix) | ILDC | - | International Long Distance Cable |
| (x) | IP | - | Internet Protocol. |
| (xi) | IPO | - | Initial Public Offer. |
| (xii) | IPTSP | - | Internet Protocol Telephony Service Provider |
| (xiii) | ISP | - | Internet Service Provider. |
| (xiv) | ITC | - | International Terrestrial Cable |
| (xv) | LI | - | Lawful Interception. |
| (xvi) | LEA | - | Law Enforcement Agency |
| (xvii) | NFAP | - | National Frequency Allocation Plan. |
| (xviii) | NGN | - | Next Generation Network. |
| (xix) | NMC | - | National Monitoring Centre |
| (xx) | NIX | - | National Internet Exchange. |
| (xxi) | OFC | - | Optical Fiber Cable. |
| (xxii) | POP | - | Point of Presence. |
| (xxiii) | PSTN | - | Public Switched Telephone Network. |
| (xxiv) | QoS | - | Quality of Service. |
| (xxv) | SC | - | Submarine Cable |
| (xxvi) | SLA | - | Service Level Agreement |
| (xxvii) | STM-x | - | Synchronous Transfer Mode (Fibre Channel Card) |
| (xxviii) | VoIP | - | Voice over Internet Protocol. |
| (xxix) | VSAT | - | Very Small Aperture Terminal. |
| (xxx) | BHCA | - | Busy Hour Call Attempts. |
| (xxxi) | CC | - | Call Content. |
| (xxxii) | TDM | - | Time Division Multiplexing. |
| (xxxiii) | BSCCL | - | Bangladesh Submarine Cable Company Ltd. |
| (xxxiv) | ODF | - | Optical Distribution Frame. |
| (xxxv) | DDF | - | Digital Distribution Frame. |

SCHEDULE -2

TECHNICAL REQUIREMENTS FOR INTERNATIONAL GATEWAYS (IGWs)

The International Voice Gateways to be installed must meet the following minimum technical criteria.

1. TYPE OF SWITCHING TECHNOLOGY

- 1.01 The IGWs must have both circuit switching and packet switching technologies. The packet switching technology must have NGN functionalities. These two types of switching technologies may be combined in a single system or in two separate systems located in the same premise with different accountability.
- 1.02 International Telecommunication services except data communication shall be routed through the International Gateway Exchanges (IGWs). Prior approval of Commission would be required for international 'Transit Call Services' between two overseas carriers.

2. LOCATION AND CAPACITY

- 2.01 Location of the IGWs will primarily be at Dhaka. More IGWs will be setup in other locations depending on traffic volume and to allow more rural people to be connected with the network as and when required. For installing IGW(s) in other locations the licensee shall have to abide by the decision of the Commission from time to time.
- 2.02 Each IGW must have initial capacity to handle at least 20,000 concurrent calls and shall have sufficient BHCA (Busy Hour Call Attempts) capacity considering standard acceptable grade of service, average call holding time etc.
- 2.03 Based on traffic forecasts of ICX and ANS Licensees, IGW Licensees will arrange capacity expansion on 2 (two) months lead time basis.
- 2.04 IGW Licensees must arrange for all technical and operational facilities to fulfill SLA (Service Level Agreement) with ANSs and ICXs at national and international level with the proper information to BTRC.

3. INTERFACE REQUIREMENTS

3.01 International Side:

Both TDM and IP interfaces should be there at international side. The connectivity shall be at STM-1, STM-4 or Ethernet level with SEA-ME-WE-4 cable or any other level subject to availability of the ILDC system(s) from authorized operator(s) in Bangladesh. However, for interface requirement, the IGW Licensee shall arrange with ILDC operator and IGW Licensee's overseas carrier.

3.02 National side:

Initially, only TDM interfaces shall be used at National side to connect with the Interconnection Exchanges (ICXs). The interface shall be in STM-x level as available with ICX. Any new interface in this respect may be installed subject to permission of the Commission.

4. SIGNALING/PROTOCOL

- 4.01 The CCS7 Signalling shall be used based on ITU-T White Book or later version. Moreover, it shall be backward compatible with Blue Book variants prevailing in Bangladesh.
- 4.02 On International side, in addition to CCS7, all standard NGN signalling protocol recommended by ITU-T and IETF shall be available. However, IGW Licensee is solely responsible for inter-working with overseas operators.
- 4.03 The NGN equipment must support IPv6.

5. CONNECTIVITY

- 5.01 The IGW Licensee shall have connectivity with all ICXs Licensees at national side. Any suitable interconnection media may be used in STM-x/E-x level.
- 5.02 ICXs Licensee shall arrange to connect with the IGWs. This interconnection network shall be established, developed and maintained by ICXs Licensee Infrastructure sharing and relevant guidelines and directives/instructions/decisions regarding interconnection issued by the Commission from time to time
- 5.03 ICXs Licensee shall arrange transmission media and necessary terminal equipment (if needed) up to ODF/DDF of IGWs.
- 5.04 IGWs shall have primary connectivity with overseas voice carriers/IP bandwidth providers through ILDC. The IGWs Licensee will have to lease capacity from ILDC Operator and will have to connect with overseas carriers at their own arrangement. The IGW Licensee shall arrange to reach the domestic PoPs of ILDC with suitable transmission media PoPs of ILDC at Dhaka, Cox's Bazar or any other places as decided by the Commission.
- 5.05 IGWs Licensee may arrange back up connectivity through Satellite earth Station/VSAT until alternate ILDC is available with prior permission from the Commission. This backup connectivity may have the capability to cater minimum 10% of the total bandwidth carried through ILDC. However depending upon the SLA with local ANS/ICX Licensees, IGW Licensees will arrange additional Satellite Earth Station/VSAT capacity with prior permission from the Commission. In case of new VSAT/Satellite Earth Station installation, it shall be in the IGW exchange premise(s).
- 5.06 IGWs shall have connectivity among themselves. IGWs shall be responsible for establishing the interconnection among themselves for carrying traffic if necessary.
- 5.07 In case of any Interfacing problem, the Licensee who comes later would be responsible to solve the problem regarding interconnection. For any dispute between the parties, the decision of the Commission shall be final and binding upon all the parties.
- 5.08 IGWs will have primary backbone connectivity towards international network through ILDC network (e.g BSCCL, Future Submarine Cable Operator, Terrestrial Cable Operator etc.).
- 5.09 IGWs will have backup connectivity through Satellite Earth Station/VSAT until the availability of alternative ILDC network with self monitoring and the system access to BTRC. The Licensee shall have to report and furnish the relevant documents to the Commission on monthly basis.

- 5.10 IGWs will have physical connections with ICXs. ICXs will develop and maintain interconnection facilities to connect the IGWs to ICXs and ICXs to ANS operators via their PoPs as per Infrastructure sharing and relevant guidelines and directives/instructions/decisions regarding interconnection issued by the Commission from time to time.
- 5.11 IGWs will provide international voice call services including VoIP termination and origination and also can provide other services with prior permission from the BTRC.
- 5.12 IGW operators will arrange end-to-end service level agreements and will negotiate tariff with overseas carriers for call origination and termination by themselves. Agreed tariff will be vetted by the Government/Commission.
- 5.13 The licensee shall have sufficient voice traffic monitoring system. The Licensee shall submit all the monitoring information and document as directed by the Commission from time to time.
- 5.14 IGWs shall allot bandwidth and Infrastructure in favor of VSPs for international connectivity with overseas carriers.
- 5.15 IGWs shall arrange for necessary capacities with ICXs to terminate the calls of VSPs to ANS through ICXs.
- 5.16 IGWs shall provide support to VSPs for building-up connectivity with overseas carriers, switching of the incoming calls for call termination to ANS operators through ICX, monitoring of bandwidth utilization, extraction and storage of Call Detail Record (CDR), sending Call Detail Records (CDR) to National Monitoring Centre (NMC) for online and offline monitoring and analysis, storage and analysis of Traffic Data, Log files, Call Accounting, Signalling and Quality of Service (QoS) related information and other systems as may be directed by the Commission from time to time.
- 5.17 IGWs shall provide support to VSPs to provide Calling Line Identification (CLI) for International Incoming calls and to identify, block and eliminate illegal traffic.
- 5.18 One VSP licensee shall be connected with only one IGW. VSPs shall be equally distributed among the IGWs. The Commission shall determine the number of VSPs for which an IGW has to provide bandwidth, Infrastructure and other supports.

6. ECHO CANCELLATION

- 6.01 For circuit-switching, echo cancellation function shall meet the following requirements and comply with the ITU-T recommendations G.165 and G.168.
- 6.02 The IGW shall adopt the echo cancellers for echo control of international circuits.
- 6.03 The echo cancellers shall contain the 'tone disable' function with either G.168 or G.164.
- 6.04 Enable or disable control of the echo canceller shall be automatically made by software depending on circuit connection status in addition to manual control.
- 6.05 The IGW shall ensure end-path delay up to 64ms and route specific settings of parameters such as delay etc.

- 6.06 In case of packet-switching, appropriate echo cancellation mechanism shall be applied complying the ITU-T G.165/G.168 standards.

7. SPEECH CODING

- 7.01 The coding of TDM voice channels shall be according to A-law as per ITU-T G.711.
- 7.02 The IGWs shall have standard ITU-T recommended coding techniques for the conversion of TDM voice to packet as per the specification.

8. PACKET SWITCHING

In case of packet switching, the IGWs should support fax tones detection and transmission as per ITU-T Recommendation T.38 (Procedures for real-time group 3 facsimile communication over IP Networks).

9. TIME SYNCHRONIZATION AND CLOCK ACCURACY

IGWs shall have the capability to keep time synchronization with the other Network Time Protocol (NTP) server. IGW Licensee has to install NTP server.

10. NETWORK SECURITY

For Next Generation Network, the IGW Licensees shall follow code of practice for information security as specified in ISO/IEC 17799 (later renamed as ISO/IEC 27002).

11. LAWFUL INTERCEPTION (LI)

- 11.01 The IGW shall be compliant as per ETSI ES 201 671 v.2.1.1. or CALEA J.25B.
- 11.02 LI system of IGW shall be extended with proper redundancy to National Monitoring Centre (NMC) premises or Law Enforcement Agency (LEA) premises including transmission media, other necessary hardware and software for on-line and off-line monitoring, analysis of CDR etc.
- 11.03 IGW Licensees shall provide high capacity storage media, as per requirement, to store bulk CDR of IGW at NMC/LEA premises.
- 11.04 IGW Licensees shall provide for on-line listening of Call Content (CC) as per ETSI or CALEA standards and storing of CC as specified by NMC/LEA.
- 11.05 Duration of CDR and CC storage shall be decided by the Commission.

12. IGW SHOULD SUPPORT ENUM SERVICES

The system of licensee shall support and compatible to ENUM services.

13. CALL DETAIL RECORD (CDR)

The IGWs shall be capable of generating CDRs and recording detail data of all completed calls (both incoming and outgoing) for each of the circuit in any or all circuit groups. The following call-related data (not limited to) shall be generated and recorded in the system. The IGW Licensees shall take prior approval from the Commission regarding the CDR format.

13.01 The CDR should contain at least, but not limited to, the following fields for outgoing calls.

- a) National Directory Number of the Calling Party;
- b) International Directory Number of the Called Party;
- c) Date and Time of the start of the call;
- d) Date and Time of the end of the call;
- e) Duration of the call;
- f) Call Category (outgoing);
- g) Outgoing Route Identifier (i.e., International side);
- h) Incoming Route Identifier (i.e., National side)
- i) Charging status of the call (Chargeable/Non chargeable)

13.02 The CDR should contain at least, but not limited to the following fields for incoming calls;

- a) International Directory Number of the Calling Party;
- b) National Directory Number of the Called Party;
- c) Date and Time of the start of the call;
- d) Date and Time of the end of the call;
- e) Duration of the call;
- f) Call Category (terminating or transit);
- g) Outgoing Route Identifier (i.e. National side for terminating)
- h) Incoming Route Identifier (i.e. International side)

13.03 The initiation of charge shall start upon receipt of answer signal from the called subscriber and the charging shall stop when either party releases the call.

13.04 CDR back up and call content storage as per LI (Lawful Interception) compliance requirement and traffic requirement by BTRC are to be maintained.

13.05 Activation of the CDR recording shall be by default for any circuit or circuit group. Without CDR any call must not be allowed.

14. The IGWs shall submit monthly reports showing daily call summary as per Commission approved format. The minimum, but not limited to, requirement of data shall be as follows:

14.01 International Out going calls:

- a) Total no. of calls and paid minutes
- b) Total no. of calls and paid minutes for each carrier for every destination
- c) Total no. of calls and paid minutes for each ICX for every destination
- d) Total no. of calls and paid minutes for each ANS for every destination through each ICX
- e) Total no. of transit calls and paid minutes showing carrier, destination and origination (IGW, ICX, ANS)

14.02 International Incoming calls:

- a) Total no. of calls and paid minutes
- b) Total no. of calls and paid minutes for each carrier for every destination (ICX and ANS)
- c) Total no. of calls and paid minutes for each carrier for every origination
- d) Total no. of transit calls and paid minutes showing carrier and destination (IGW and ANS)

14.03 **International Transit Calls:** For transiting international calls between two overseas carriers, the IGW Licensees shall follow Commission's reporting format.

15. CDR DATA PROTECTION

There shall have enough protection against erasure or corruption of CDR in case of system shutdown, power failure, electro-magnetic interference, electrical & lightning surges, fault conditions, illegal access and wrong commands or card insertion. The records shall also be protected against any change-over or reset due to fault in hard disks or by any manual or by software means.

16. LOG RECORDING FACILITY

The IGWs must have log file facilities to record all types of system messages, fault and alarm messages, maintenance records etc. Records of all executed commands shall also be kept in log files and these files shall be stored in system hard disk. The logs must not be editable and shall be on at all times. The system shall also provide the facility to dump this logs to maintenance terminals, on request and/ or automatically, and to secondary memory devices for storage. Log files shall be stored to meet LI compliance and audit trailing.

17. REJECTION OF INCOMING CALLS

The IGWs shall have the capability to reject termination and/or block processing of incoming calls via any route by:

- a) Identifying the incoming route number
- b) Identifying the Number of the Calling party
- c) Identifying the called party number

18. REJECTION OF TRANSIT CALLS

The IGWs shall have the capability to reject termination and/or block processing of transit calls via any route by:

- a) Identifying the called party number
- b) Identifying leading digits of the destination number
- c) Identifying the outgoing route number

19. ANNOUNCEMENTS

The system shall have the following provisions:

- a) Provide embedded announcement functions
- b) Register announcements to be played.
- c) Broadcast the supported announcements.
- d) Request the ICX/ANS exchanges to play announcements.

20. QUALITY OF SERVICE STANDARDS

20.01 For TDM-based voice service, the Licensee shall be responsible for ensuring that voice passes through its network shall have minimum loss. The guideline for minimum QoS is Mean Opinion Score ≥ 4.34 or R-scale ≥ 90 based on ITU-T Recommendation G.107.

- 20.02 For IP-based voice service, the Licensee shall be responsible for ensuring that voice passes through its network with minimum voice loss. The guideline for minimum QoS is Mean Opinion Score ≥ 4.03 or R-scale ≥ 80 based on ITU-T Recommendation G.107.
- 20.03 Testing reports shall be made available to Commission periodically, as fixed by Commission, showing that minimum QoS level is being met.
- 20.04 The IGWs shall maintain records that demonstrate the manner and extent to which the QoS standards have been complied with and shall furnish a certified copy of such records to Commission on monthly basis. The Commission may publish such QoS statistics on a regular basis.
- 20.05 The IGWs shall comply with all QoS standards imposed by Commission. Commission reserves the right to modify the QoS objectives from time to time for strict compliance.

21. PERFORMANCE MONITORING BY THE COMMISSION

- 21.01 The IGW Licensees shall extend one of its O & M (Operation and Maintenance) Control Console at Commission premise for viewing real-time traffic and call data and saving traffic data, log files and CDR dumps. The IGW Licensees shall arrange the connectivity of sufficient speed/bandwidth to facilitate smooth monitoring. The terminal shall be with original software and hardware to properly communicate with the IGW's O & M software. The IGW Licensee shall extend maintenance support of the supplied system.
- 21.02 The terminal shall be equipped with sufficient primary storage and external storage to maintain traffic data, log files and CDR dump for 6 (six) months.
- 21.03 The IGW Licensees shall provide remote access to the log files from the terminal installed at Commission for inspection and storage including VSAT terminals.
- 21.04 The IGW Licensees shall arrange to continually save CDRs of all calls in the Hard Disk of the terminal at Commission premises in pre-fixed regular intervals of 15 minutes.
- 21.05 The IGW Licensees shall also provide customized software for processing and/or de-coding (if required) of the CDR Dump displaying and printing outputs (*for any, many or all circuits/ circuit groups*) in tabular formats, as fixed by the Commission.
- 21.06 The IGW Licensees shall arrange training programs (at home and abroad) for personnel nominated by the Commission to enable them to monitor IGW and LI equipment.
- 21.07 The IGW Licensees shall provide facility to Commission to continually observe traffic and performance-related data on any or all of the individual trunk circuit groups/links. There shall be provision to record and print (if required) results of such observations after pre-set period. At least the following counters have to be provided. Traffic measurement time interval shall be $\frac{1}{4}$ hour, $\frac{1}{2}$ Half hour, $\frac{3}{4}$ hour, 1 hour and daily basis.

21.07.1. For the system

- (a) Number of total Incoming calls presented per minute
- (b) Number of total Outgoing calls presented per minute
- (c) Number of total Transit calls presented per minute
- (d) Total no. of successful and unsuccessful calls (detail)

21.07.2 **For every circuit group**

- (a) Number of Inward calls presented per minute
- (b) Number of Outward calls presented per minute
- (c) Number of circuits engaged for incoming calls
- (d) Number of circuits engaged for outgoing calls
- (e) Number of circuits in use
- (f) Number of equipped circuits
- (g) Number of incoming seizures refused
- (h) Number of outgoing seizures refused
- (i) Total number of successful calls
- (j) Percentage of successful Incoming calls
- (k) Percentage of successful Outgoing calls

21.07.3 **For a destination**

- (a) Observation of call distribution
- (b) Observation on causes of call failure

21.07.4 **Measurement of Traffic Volume in Paid Minute**

- (a) Total originating traffic
- (b) Total terminating traffic
- (c) Total Transit traffic
- (d) Outgoing traffic per route
- (e) Incoming traffic per route
- (f) Outgoing traffic per destination
- (g) Outgoing traffic per circuit group

21.08 The IGW Licensees shall arrange the facility to provide hourly and daily 'output of routine traffic data. The format shall contain any or many of the counters detailed above as required by the Commission.

21.09 The IGWs shall have provision for saving & printing of Traffic Data/Performance measurement data. Following facilities should be provided.

21.10 The IGWs shall have facility to save any or many sets of traffic observation data output in the terminal hard disk.

21.11 There shall be facility to transfer those data to external storage devices

21.12 The IGW Licensee shall provide facilities for printing different traffic/measurement data from O&M terminal at the Commission premises.

22. TRAFFIC SHARING CONTROL

In case of use of alternate/multiple routes, traffic sharing shall be in percentage. Setting of traffic volume in percentage in a route shall be under MML commands.

23. OTHER REQUIREMENTS

23.01 IGWs shall ensure 99.999% service availability.

23.02 IGW Licensee shall provide 24/7 support to interconnecting exchanges and be manned by qualified personnel.

23.03 The Commission reserves the right to modify the above requirements as and when felt necessary.

SCHEDULE-3

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. 15,00,00,000 (Taka fifteen crore) only in favour of "The Bangladesh Telecommunication Regulatory Commission".

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 Telecommunication Regulatory Commission (hereinafter called the Commission) under the Bangladesh Telecommunication Regulation Act, 2001 (as amended)

This Guarantee will serve as security deposit 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. 15,00,00,000 (Taka fifteen Crore) only as described in the regulatory and licensing guidelines for invitation of applications for issuing International Gateway Service 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;

(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 2 (two) year from the date hereof.

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

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

Signed by,

for and on behalf of:

Name of Bank

WITNESS

1.

Signature

Name

Address

date

2.

Signature

Name

Address

date

FORM-1

WITHDRAWAL REQUEST FORM

[Letterhead of the Commission]

[Date]

To: [Name of Bank]
[Address]

SUBJECT: REQUEST FOR PAYMENT OF BANK GUARANTEE AGAINST SECURITY DEPOSIT.

Dear Sir,

This is with reference to the bank guarantee dated: [*date*] 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 Telecommunication Regulatory Commission

FORM – 2

FORM FOR REDUCTION OF GUARANTEED AMOUNT

[Letterhead of Licensee]

[Date]

To: The Bangladesh Telecommunication Regulatory Commission
[Address].

Dear Sir,

SUBJECT: REQUEST FOR REDUCTION IN PERFORMANCE BANK GUARANTEE

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

We confirm that we have discharged all of our obligations under the **License** and have achieved the target set by the Commission based under terms and conditions of the **License**.

We wish to request that the Guarantee be reduced accordingly.

[Name of authorized representative of Licensee]

for and on behalf of

[Licensee]