BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

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

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

REGULATORY AND LICENSING GUIDELINES

FOR

FIXED TELECOM SERVICE PROVIDER

IN

BANGLADESH

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BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

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Regulatory and Licensing Guidelines for Fixed Telecom Service Provider

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1. INTRODUCTION

1.1 Bangladesh Telecommunication Regulatory Commission (hereinafter referred to as "the Commission") has been empowered by and under the Section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (as amended) (hereinafter referred to as "the Act") with the prior approval of the Government to issue licenses for the operation and provision of telecommunication services and to determine the eligibility criteria and other general terms and conditions of licenses.

1.2 The Act specifically provides, under the Section 35 and 55, that the establishment, operation or use of telecommunication system including radio apparatus and providing telecommunication services in Bangladesh without a license is an offence, punishable with an imprisonment or a fine or both. The Act also provides exclusive right and authority of the Commission in determining all issues in relation to assignment of spectrum and issuance of Radio Communications Apparatus License and any other related matters.

1.3 The existing regulatory framework required urgent reform to address critical gaps in telecom infrastructure development, fixed broadband expansion, integrated digital service delivery, infrastructure sharing, and inclusive access-particularly for youth and rural communities. In alignment with global trends toward open licensing, transparent governance, and shared infrastructure, the Government felt the necessity to modernize its regulatory institutions and frameworks to enhance regional competitiveness, ensure digital sovereignty, and attract sustainable investment.

1.4 With this backdrop, the Government has issued the Telecommunication Network and Licensing Policy, 2025 (hereinafter referred to as "the Policy") on September 18, 2025, with the vision to streamline regulatory mechanisms, promote a level playing field, elevate service quality, and foster sustainable innovation. This reform is expected to serve as a new cornerstone of long-term digital strategy, advancing inclusive growth, resilient digital infrastructure, and a dynamic regulatory framework for the country aligned with the demands of a modern digital economy.

1.5 Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, these Regulatory and Licensing Guidelines for Fixed Telecom Service Provider license in Bangladesh are being issued as envisaged in the Policy.

1.6 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.

1.7 These Guidelines, may be withdrawn, revised, updated or amended from time to time, according to Section 34 of the Bangladesh Telecommunication Regulation Act, 2001 taking into consideration various factors including, but not limited to, any threat to public health, national security and statutory or court orders.

1.8 These Guidelines are approved by the Government and shall come into force and take effect immediately from the date of issuance by the Commission, and shall remain in effect until amended, replaced, or repealed by the Commission through a subsequent order or directive. These Guidelines are available on the official website of the Commission (www.btrc.gov.bd).

2. DEFINITIONS, INTERPRETATIONS AND ABBREVIATIONS

2.1 The definitions and interpretations of the terms used in these Guidelines are annexed herewith as Appendix-1. The abbreviations are annexed herewith as Appendix-2.

3. TITLE

3.1 These Guidelines are to be termed as **"Regulatory and Licensing Guidelines for Fixed Telecom Service Provider"**.

3.2 Licenses issued in accordance with these Guidelines are to be termed as **"Fixed Telecom Service Provider License"** or **"District Fixed Telecom Service Provider License"**, whichever is applicable for the category.

3.3 In case the licensee wishes to provide fixed wireless services and obtains spectrum assignment for this purpose, the corresponding license issued in accordance with these Guidelines, are to be termed as "Radio Communications Apparatus License for Fixed Telecom Service Provider".

4. OBJECTIVES

4.1 These Guidelines are intended to provide an overview of the licensing and regulatory framework for Fixed Telecom Service Providers in Bangladesh in line with the Policy.

4.2 The objectives of these Guidelines are as follows:

4.2.1 To establish a streamlined, transparent, and technology-neutral licensing framework for fixed telecom services, thereby reducing regulatory complexity and promoting consistency with the national network topology.

4.2.2 To create a predictable and business-friendly regulatory environment that encourages long-term investment, fosters innovation, and facilitates deployment of advanced fixed broadband and digital services.

4.2.3 To enable licensees to adapt to evolving market conditions, consumer demands, and technological advancements with minimal regulatory burden, while ensuring compliance with national requirements.

4.2.4 To promote fair competition among service providers, prevent market dominance, and create opportunities for local entrepreneurs and SMEs to participate in the fixed telecom sector.

4.2.5 To ensure that fixed telecom services are affordable, widely accessible, and of high quality across all regions of Bangladesh.

4.2.6 To position Bangladesh as a competitive destination for international investors, fostering technology transfer, sectoral growth, and regional competitiveness.

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4.2.7 To expand service coverage to rural, remote, and marginalized communities, thereby reducing the digital divide and promoting equitable access to education, healthcare, agriculture, and other essential services.

4.2.8 To ensure that fixed telecom services support Bangladesh's long-term digital strategy, safeguard national digital sovereignty, and align with lawful interception and security requirements.

5. LEGAL REFERENCES

5.1 The principal legal statutes governing the telecommunication industry in Bangladesh, which are applicable and legally binding to all applicant(s)/licensee(s), are as follows:

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

5.1.2 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).

5.1.3 Bangladesh Telecommunication Regulatory (License) Regulations, 2022.

5.1.4 The Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004 (as amended).

5.1.5 Telecommunication Network and Licensing Policy, 2025.

5.1.6 Any Act, Ordinance, Rule(s), Regulation(s), Notification(s), etc. related to Telecommunications as applicable for the licensee.

5.1.7 The Rules, Regulations, Guidelines, Directives, Orders, Directions Instructions and Decisions issued under the Act, 2001.

5.1.8 Judgments and orders passed by the court of competent jurisdiction.

5.2 These Guidelines are subjected to the terms and conditions contained herein and to the Act, Rules and Regulations. In the event of any conflict or inconsistency between the provisions of these Guidelines, and the provisions of the Act, Rules or Regulations, the provisions of the Act, Rules and Regulations shall prevail.

5.3 The licensee shall establish, maintain and operate its licensed System, and shall provide the licensed services, in compliance with the license, guidelines and the laws of Bangladesh.

6. LICENSING MODEL AND CATEGORIES

6.1 **Licensing Model:** Fixed Telecom Service Provider (hereinafter referred to as "FTSP") and District Fixed Telecom Service Provider (hereinafter referred to as "District FTSP") license(s) will be issued under an open licensing framework, subject to compliance with eligibility, regulatory, and technical requirements of these Guidelines and as prescribed by the Commission.

6.2 **Categories of Licenses:** Two categories of licenses shall be issued under these Guidelines, as follows:

6.2.1 **Fixed Telecom Service Provider License:** This licensee will be authorized to establish, operate, and maintain fixed telecommunication networks throughout the entire territory of Bangladesh and shall be permitted to provide services nationwide.

6.2.2 **District Fixed Telecom Service Provider License:** This shall be a special category of the FTSP license, authorizing the licensee to provide internet and

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data services within the administrative area of a specific single District jurisdiction only. Local SMEs with technological entrepreneurship shall be actively encouraged for this category of License.

6.3 **Generic Forms of License:** The Generic forms of "Fixed Telecom Service Provider License", "District Fixed Telecom Service Provider License", and "Radio Communications Apparatus License for Fixed Telecom Service Provider" to be issued in accordance with these Guidelines are appended herewith as Appendix-8, Appendix-9 and Appendix-10 respectively.

6.4 **Duration of License:** The duration of both FTSP and District FTSP license(s) shall initially be for a term of 10 (ten) years from the date of issuance of the license.

6.5 **Number of License:** Considering the market need, smooth operation of fixed telecommunication services and the evaluation report of submitted applications, the Government/Commission may decide the number of FTSP or District FTSP license(s) from time to time. The Commission reserves the right to control the issuance of any category of these licenses on temporary basis for maintaining and encouraging competitive environment for the internet service providers to ensure better fixed telecommunication services.

7. ELIGIBILITY

7.1 **General Requirements:** Basic/general eligibility requirements for the FTSP and District FTSP licenses are as follows:

7.1.1 Proprietorship, partnership and companies registered with "the Registrar of Joint Stock Companies and Firms" under the Companies Act, 1994 shall be eligible to apply for FTSP or District FTSP license, subject to the conditions set forth in these Guidelines and in conformity with the Policy.

7.1.2 The Applicant shall maintain or have arrangements for adequate skilled personnel with experience in telecommunications network design, operation, cybersecurity, and regulatory compliance.

7.2 **Exclusive Requirements for FTSP License:** In addition to the general eligibility requirements, the Applicant(s) for FTSP license shall also have to fulfil the following exclusive eligibility criteria (not required for District FTSP license):

7.2.1 The Applicant must demonstrate its commitment in deploying and maintaining nationwide fixed telecom network, including backbone, metro, and access segments. This commitment shall be consistent with the rollout obligation set forth in these Guidelines.

7.2.2 The Applicant must demonstrate sufficient financial strength, paid-up capital, net worth or credibility, consistent with the rollout obligation set forth in these Guidelines, to establish and operate nationwide fixed telecom infrastructure sustainably.

7.3 **Cross-ownership Restrictions:**

7.3.1 Any legal entity may be eligible to obtain only 1 (one) FTSP or District FTSP license. No single entity can obtain/hold both of these licenses simultaneously. This restriction shall equally apply to all of their owner, partner, director, shareholder, or beneficiary of the applicant entity.

7.3.2 Entities having license in the Cellular Mobile Service Provider (hereinafter referred to as "CMSP"), National Infrastructure and Connectivity Service Provider (hereinafter referred to as "NICSP"), or International Connectivity

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Service Provider (hereinafter referred to as "ICSP") category shall not be eligible to obtain a FTSP or District FTSP license.

7.3.3 An applicant shall be ineligible for an FTSP or District FTSP license if the applicant themself or any of their owner, partner, director or shareholder is affiliated with any entity, licensed under FTSP/District FTSP/CMSP/NICSP/ICSP category from the Commission.

7.3.4 As a prerequisite to issuance of an FTSP or District FTSP license, the applicant shall have to surrender all of its other telecom license before such issuance, if any.

7.3.5 Any attempt to circumvent these cross-ownership restrictions shall be treated as a material violation of license conditions and shall attract regulatory action, including refusal, suspension, or cancellation of license.

7.3.6 These restrictions on cross-ownership shall not be applicable for Government-owned incumbent telecommunications licensees.

7.4 **Foreign Ownership:** Provisions of foreign ownership applicable to FTSP and District FTSP license are as follows:

7.4.1 Foreign ownership in entities holding the FTSP or District FTSP license shall be limited to a maximum of 85% of the total equity, with exceptions only where intergovernmental agreements are to be respected.

7.4.2 A minimum of 15% equity shall be retained through mechanisms that ensure meaningful domestic participation. Acceptable arrangements include joint ventures with local partners, public listing on a recognized national stock exchange, or other investment structures approved by the Commission. Domestic investors may hold up to 100% equity in the FTSP or District FTSP license, without restriction.

7.4.3 Entities originally licensed under the Foreign Private Investment (Promotion and Protection) Act, 1980, those within the scope of Bangladesh's commitments under the General Agreement on Trade in Services (GATS) or under any related acts, shall be eligible for up to 85% foreign equity, given the capacity of the local market, a grace period of up to three (03) years from the date of the Policy approval shall be granted to ensure full compliance with this provision. Such entities must maintain compliance with the terms of their original authorization and all applicable legal and regulatory requirements.

7.4.4 In case of foreign investment, the entity shall follow the FDI policy and foreign exchange laws of Bangladesh and all the rules, regulations and instructions of Bangladesh Bank (BB), Bangladesh Investment Development Authority (BIDA) and any other competent authority of the Government shall be binding to the licensee.

7.5 **Ineligibility and Disqualification:** Generic grounds for ineligibility and/or disqualifications from obtaining FTSP or District FTSP license are as follows:

7.5.1 Applicant(s) shall be disqualified from obtaining a FTSP or District FTSP license if any of the following provision applies to its owner(s) or to any of its director(s) or partner(s) or shareholder(s) or to the Applicant(s) himself:

(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 minimum 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment.

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(c) He has been sentenced by any Court for committing of any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment.

(d) He has been declared bankrupt by any Court and has not been discharged from the liability of bankruptcy.

(e) He has been identified or declared by the Bangladesh Bank or by a Court or by a bank or financial institution as a loan defaulter of that bank or institution.

(f) His license has been cancelled by the Commission at any time during the last 5 (five) years.

(g) He is convicted of any violation of the Act or any license condition.

7.5.2 The Commission may disqualify any applicant for any of the reasons set out below:

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

(b) If any misrepresentation of facts, submission of false documents, or concealment of material information in the license application is detected at any phase of the process.

(c) If the applicant attempts to make illegal conduct in the Evaluation procedure or improper attempts to influence the outcome, or delay or disrupt the process.

(d) If the applicant 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.

(e) If the applicant 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.

(f) If the applicant fails to submit the supporting document as per the provisions of section 36 of Bangladesh Telecommunication Regulation Act, 2001 and also fails to submit the form with necessary documents.

(g) If the applicant fails to meet the financial solvency requirements, technical competency standards, or lawful interception obligations as prescribed by the Commission.

(h) If the applicant has any outstanding dues to the Government/Commission, regarding which there is no dispute, case, arbitration, or any other legal proceedings.

7.6 Notwithstanding the above, the Government/Commission reserves the right and authority to impose additional eligibility or disqualification conditions through directives, as deemed necessary for safeguarding competition, consumer interest, national security, and digital sovereignty.

8. SCOPE OF THE LICENSE

8.1 FTSP and District FTSP license, issued under these Guidelines, will authorize the licensee to establish, operate, and maintain fixed telecommunication networks in Bangladesh.

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8.2 The FTSP license shall be authorized to provide the following services throughout the entire territory of Bangladesh using either wired or fixed-wireless technologies:

8.2.1 Fixed internet (including broadband) and data services.

8.2.2 Fixed voice (domestic and/or international) services.

8.2.3 Leased lines.

8.2.4 Internet Protocol (hereinafter referred to as "IP") based fixed services (e.g. FTP based services, video conferencing, Wi-Fi etc.).

8.2.5 IP telephony services.

8.2.6 Internet of Things (hereinafter referred to as "IoT") services associated with fixed telecom.

8.2.7 IP-based Video Program and Video on Demand (VoD).

8.2.8 Triple play service (data, voice and video), subject to the prior approval of the Commission.

8.2.9 Value Added Services (hereinafter referred to as "VAS") associated with fixed telecom.

8.2.10 Any other service as may be approved by the Commission from time to time.

8.3 The District FTSP license shall be authorized to provide the following services only within a single specified District using either wired or fixed-wireless technologies:

8.3.1 Internet and data services.

8.3.2 IP-based fixed data services (e.g. email, news group, internet relay chat, FTP based services, instant messaging, Wi-Fi, etc.).

8.3.3 VAS associated with internet and data services.

8.3.4 Any other service as may be approved by the Commission from time to time.

8.4 The Commission may impose necessary/additional terms and conditions for approving any other services to be provided under the FTSP or District FTSP license.

8.5 The licensee shall not be authorized to provide any telecommunication services, which are prohibited or not allowed by any Regulations/Guidelines/Directives/Instructions issued by the Commission.

9. LICENSE AWARDING PROCESS

9.1 Any entity willing to provide fixed telecommunication services in Bangladesh, in accordance with these Guidelines, shall have to obtain FTSP or District FTSP license subject to the fulfilment of all conditions set forth in these Guidelines. No entity shall establish/operate/maintain fixed telecommunication networks in Bangladesh without a valid license obtained in accordance with these Guidelines.

9.2 **Submission of Application:** Provisions for submission of Application and required documents for the "Fixed Telecom Service Provider License" or "District Fixed Telecom Service Provider License" shall be as follows:

9.2.1 The applicant shall submit Application for the license, in accordance with these Guidelines, in applicant's letterhead pad.

9.2.2 The application, in general, shall include the following documents/information:

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(a) Application Form duly filled in, signed and sealed, along with all the necessary documents and information, according to the format appended in Appendix-5 of these Guidelines.

(b) Declaration/Undertaking on non-judicial stamp sworn before the notary public of Bangladesh, according to the format appended in Appendix-6 of these Guidelines.

(c) Rollout and expansion plan covering urban, rural, and underserved regions, aligned with the rollout obligations of these Guidelines.

(d) Detailed financial projection and business plan, consistent with the rollout obligations of these Guidelines and certified by a Chartered Accountant.

9.2.3 The application for FTSP license, additionally, shall include the financial solvency and liquidity, consistent with the rollout obligations of these Guidelines and supported by audited financial statements and valid bank certifications.

9.2.4 The applicant shall submit 02 (two) copies of its application with all relevant documents of which 01 (one) shall be original. The applicant shall also submit soft copy of all the documents in portable storage device (Word and scanned PDF format) along with its application.

9.2.5 In the event the Commission requires additional information from the applicant(s), the Commission may request for such information in writing to the applicant(s). The information requested for must be forwarded within the stipulated time as decided by the Commission.

9.2.6 Each page of the application including all other supporting documents shall have to be authenticated/signed by the applicant's authorized personnel.

9.2.7 The applicant for District FTSP must specify in its application the name of the 'District' for which the license is sought. The authorization under this license shall be restricted to the geographic boundaries of the concerned District, as determined by the Commission.

9.2.8 The Commission reserves the right to modify the application form as well as list of required documents to be submitted to the Commission as and when required.

9.3 **Processing of Applications:** Application received for the "Fixed Telecom Service Provider License" or "District Fixed Telecom Service Provider License" shall be processed according to the following procedures:

9.3.1 The evaluation of Application shall be done on the basis of the documents/information submitted by the applicant(s) according to the provisions appended in Appendix-4 of these Guidelines.

9.3.2 As part of processing FTSP license applications, the Commission shall conduct an inspection at the Applicant's premises to assess the financial and technical capability of the Applicant to operate its network in accordance with these Guidelines and the respective license.

9.3.3 After completion of evaluation of the application documents, the evaluation committee will submit their recommendation to the Commission within the stipulated time.

9.3.4 After necessary approval, the Commission will notify the concerned applicant(s) regarding the approval of its application for the issuance of a new

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FTSP or District FTSP license, whichever is applicable, and request thereof to deposit applicable fees and charges in favour of the Commission.

9.3.5 After the applicant deposits the requested fees and charges, a new FTSP or District FTSP license, whichever is applicable, will be awarded in favour of the Applicant. If the applicant fails to deposit the requested fees and charges to the Commission, within the stipulated time, the Commission may cancel the approval of awarding the license.

9.3.6 Notwithstanding the above, the Government/Commission reserves the right and authority to reject any application at any time without assigning any reason whatsoever that, in its opinion, is not in public interest or does not align with the objectives of the Policy.

9.4 All new applications for FTSP or District FTSP license(s) shall be considered exclusively for the licensing categories set forth in these Guidelines. The Commission, hereinafter, shall not receive or process any more application(s) for the issuance of any Nationwide/Divisional/District/Upazila/Thana Internet Service Provider (hereinafter referred to as "ISP") or Public Switched Telephone Network (hereinafter referred to as "PSTN") licensee(s).

9.5 Application for migration to any category of license, in accordance with these Guidelines, shall be considered and treated as an application for new license and shall be processed according to the procedures set forth in these Guidelines.

10. RENEWAL OF LICENSE

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

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

10.3 Upon expiry of the initial term mentioned above, the respective FTSP or District FTSP license may be renewed for subsequent terms, each of 5 (five) years in duration, subject to the approval of the Government, payment of applicable fees and charges, and to such terms and conditions, as may be specified herein and/or by the Government/Commission in accordance with the Act at the time of each renewal. The application form with necessary information is appended in Appendix-5 of these Guidelines.

10.4 In order to be eligible for the renewal, licensees must comply with the applicable Quality of Service (hereinafter referred to as "QoS") benchmarks, roll-out obligations, and regulatory provisions as defined in these Guidelines. In addition to the performance of the licensee in meeting these benchmarks, the following performance indicator shall be considered during the evaluation of license renewals:

10.4.1 Successful fulfilment of rollout obligations

10.4.2 Having a clean compliance record with respect to payment of regulatory fees, revenue sharing, and reporting obligations.

10.4.3 Adoption of IPv6 and complete migration from IPv4 to reduce dependency on limited IPv4 address space.

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11. MIGRATION OF EXISTING LICENSES

11.1 **Migration Path:** Existing Nationwide/Divisional/District/Upazila/Thana ISP and PSTN licensees shall be permitted to migrate to the new licensing categories, subject to the fulfilment of the prescribed eligibility criteria and compliance with the applicable conditions outlined in these Guidelines, according to the following migration path and procedures:

11.1.1 **Migration to FTSP License:**

(a) Existing Nationwide and Divisional ISP licensees, and PSTN licensees, shall be eligible to migrate to FTSP license.

(b) Existing District ISP licensees shall also be eligible to migrate to FTSP license, subject to the fulfilment of the following eligibility criteria in addition to other/common eligibility requirements, of these Guidelines:

(1) Shall meet all the requirements and obligations prescribed for FTSP license in these Guidelines.

(2) Must demonstrate capacity and commitment to expand operations beyond a single District and provide services across the territory of Bangladesh, including rural and underserved areas, in accordance with the rollout obligations set forth in these Guidelines.

(3) Must have a clean compliance record with respect to regulatory issues and payment of regulatory fees, revenue sharing, and reporting obligations.

(c) Existing Internet Protocol Telephony Service Provider (hereinafter referred to as "IPTSP") licenses shall be merged with the corresponding ISP licenses during the migration process.

11.1.2 **Migration to District FTSP License:**

(a) Existing District and Upazila/Thana ISP licensees shall be eligible to migrate to District FTSP license.

(b) Local SMEs with technological entrepreneurship shall be actively encouraged under the District FTSP license, making the licensing framework more SME-friendly.

11.1.3 **Migration to a Lower Category:** Existing Nationwide and Divisional ISP licensees, and PSTN licensees, may migrate to District FTSP license, subject to the provisions of these Guidelines.

11.1.4 **Exclusivity of License Category:**

(a) Notwithstanding any other provision, any existing Nationwide, Divisional, District, Upazila, or Thana categories of ISP, IPTSP, or PSTN licensee already licensed under CMSP, NICSP, or ICSP categories, shall not be eligible to be issued FTSP or District FTSP license.

(b) Before issuance of FTSP or District FTSP license, the Applicant shall have to surrender all other telecom license(s) as a mandatory precondition. This restriction shall extend to any parties having affiliation with the applicant including, but are not limited to its, partners, directors, shareholders, and beneficial owners.

11.1.5 **Irrevocable Forfeiture of Prior Category Rights:** Upon completion of a migration to an FTSP or District FTSP license, the licensee's entitlement to any previous ICSP, NICSP, or CMSP license status is irrevocably forfeited. This

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forfeiture applies to both the future acquisition of and migration to the aforementioned license types.

11.2 Application for migration may be submitted individually or in collaboration with local or international partners, including joint venture arrangements, provided all relevant requirements of the licensing framework are fulfilled.

11.3 All applications for migration shall be subject to full compliance with the terms, conditions, and provisions stipulated in these Guidelines for new license applications, including but not limited to the prescribed eligibility criteria, license awarding procedures, rollout obligations, and any other requirements as determined by the Commission. However, any restrictions imposed thereof maybe relaxed for Government-owned incumbent telecommunications licensees.

11.4 Where an entity holds more than one license under the Nationwide, Divisional, District, Upazila, or Thana categories of ISP, IPTSP, or PSTN services, such licenses may, subject to the approval of the Commission, be migrated and consolidated into a single FTSP or District FTSP license, as applicable, in accordance with the provisions of these Guidelines.

11.5 Existing Nationwide, Divisional, District, Upazila, or Thana categories of ISP, and PSTN licensee(s) may continue to operate in accordance with their respective license until its expiry. However, the Commission strongly encourages all licensees to migrate to the licensing framework, as set forth in these Guidelines, at the earliest opportunity to ensure market stability and minimize overlap between legacy and new regimes introduced by the Policy. Entities that migrate before the expiry of their current license shall be entitled to the adjustment of the License Acquisition Fee and Annual License Fees paid under the current license based on the remaining duration of their existing license, as set forth in these Guidelines.

11.6 All the existing Nationwide, Divisional, District, Upazila, or Thana categories of ISP, and PSTN licensee(s) who wish to continue to operate after the expiry of their existing license shall have to apply to the Commission for migration to the new category of applicable license (i.e. FTSP or District FTSP license). Application for migration has to be submitted in accordance with the provisions set forth in these Guidelines, at any time before the expiry of their respective license.

11.7 Existing Nationwide, Divisional, District, Upazila, or Thana categories of ISP, and PSTN licensees shall be allowed to renew their licenses or migrate only under the licensing categories set forth in these Guidelines.

11.8 Upon successful migration, the Commission shall issue new FTSP or District FTSP license, whichever is applicable, in accordance with these Guidelines. Following such migration, the rights and obligations of the existing licenses shall be subsumed under the newly issued FTSP or District FTSP license, as applicable, and the legacy licenses shall cease to have effect.

11.9 The Government shall not provide any financial incentive, subsidy, or waiver for the migration process. Licensees must obtain new licenses through fresh investment as per the terms of the new policy. However, if a licensee can demonstrate that its capital investment under the previous license has not depreciated beyond 20% of its original book value, such entities may be granted with consideration in the allocation of new licenses in appropriate category, provided they comply with all other technical, legal, and financial requirements of these Guidelines.

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12. FEES, CHARGES AND REVENUE SHARING

12.1 The Applicant/Licensee shall be required to pay necessary fees and charges to the Commission. The following table summarizes the structure of applicable fees and charges. These fees and charges are excluding of fees/charges/taxes imposed by any other competent authority of the Government.

Fees and Charges for FTSP License		
a.	Application Processing Fee	BDT 50,000/-
b.	License Acquisition Fee	BDT 25,00,000/-
c.	License Migration Fee	BDT 15,00,000/-
d.	Annual License Fee	BDT 10,00,000/-
e.	License Renewal Fee	BDT 25,00,000/-
f.	Bank Guarantee	BDT 25,00,000/-
g.	Revenue Sharing	5.5% of annual audited gross revenue
h.	Social Obligation Fund	1% of annual audited gross revenue
Fees and Charges for District FTSP License		
a.	Application Processing Fee	BDT 10,000/-
b.	License Acquisition Fee	BDT 2,00,000/-
c.	License Migration Fee	BDT 1,00,000/-
d.	Annual License Fee	BDT 1,00,000/-
e.	License Renewal Fee	BDT 2,00,000/-
f.	Bank Guarantee	BDT 2,00,000/-
g.	Revenue Sharing	5.5% of annual audited gross revenue
h.	Social Obligation Fund	1% of annual audited gross revenue

12.2 **Application Processing Fee:** All applicants shall pay the Application Processing Fee along with their application for new license and application for renewal of license. However, this fee shall not be applicable for migration applications.

12.3 **License Acquisition Fee**: The approved applicant shall pay the License Acquisition Fee within 30 (thirty) Gregorian calendar days of being notified by the Commission of its approval of the application. However, this fee shall be applicable only for new licensees and not for migrating licensees.

12.4 **License Migration Fee**:

12.4.1 The approved applicant shall pay the License Migration Fee within 30 (thirty) Gregorian calendar days of being notified by the Commission of its approval of the application. However, this fee shall be applicable only for migrating licensees.

12.4.2 The License Acquisition Fee already paid by the existing licensee shall be adjusted against the applicable License Migration Fee on a pro-rata basis, calculated according to the remaining valid duration of the existing license. For the purpose of such adjustment, only the remaining complete years of the existing license period shall be considered, and any fraction of a year shall be excluded from consideration.

12.5 **Annual License Fee:**

12.5.1 Annual License Fee, applicable for the first year of license period, shall be payable along with the License Acquisition Fee or License Renewal Fee, whichever is applicable.

12.5.2 From the 1st anniversary of the issuance of the license, the licensee shall pay the Annual License Fee to the Commission in advance, and which shall be applicable for the subsequent years till the license validity date.

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12.5.3 For migrating licenses, the Annual License Fee already paid in advance by an existing licensee for the unexpired portion of its current license period shall be adjusted against the payable Annual License Fee under the new license. For the purpose of such adjustment, only the remaining complete years of the existing license period shall be considered, and any fraction of a year shall be excluded from consideration.

12.6 **License Renewal Fee:** The approved licensee shall pay the License Renewal Fee within 30 (thirty) Gregorian calendar days of being notified by the Commission of its approval of the application for renewal of its license. However, the Commission may issue separate directives, instructions or guidelines regarding license renewal procedure and fees.

12.7 **Bank Guarantee:** As explained in the relevant clauses of these Guidelines.

12.8 **Revenue Sharing:** No revenue (0%) shall be shared for the first year from the date of first issuance of the license. From 2nd year onwards, the licensee shall pay a sum /equivalent to 5.5% (five and a half percent) of the annual audited gross revenue of the licensee. Revenue share shall be paid on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter on quarterly gross revenue. The total revenue share shall be reconciled on an annual basis based on the licensee's audited accounts for that year. If there has been any underpayment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the licensee. In the event of any overpayment by the licensee, the licensee may set off the excess amount against quarterly payments in the next year.

12.9 **Social Obligation Fund:** The licensee shall pay, from 2nd year, 1% (one percent) of the annual audited gross revenue on a quarterly basis as social obligation within the first l0 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the licensee's audited accounts for that financial year and if there has been any under payment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the licensee. In the event of any over payment by the licensee, the licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission. The percentage of subscription to Social Obligation Fund (SOF) may be changed from time to time by the Government.

12.10 **Other Fees and Charges:** The Commission may impose any other relevant fees or charges, such as charge for ownership change, share Transfer, equipment selling, license transfer, address change etc., as and when required.

12.11 **Delay in Payment of Fees, Charges and Revenue Sharing:** All fees, charges, sharing of revenues and payables, as described in these Guideline, shall have to be paid within due date. The amount due may be paid within 60 (sixty) Gregorian calendar days after the due date, in which event, the licensee shall make the payment with late fee at the rate of 15% per annum at the compound rate on the outstanding amount, as fine/compensation, to the Commission. On exhaustion of the 60 (sixty) Gregorian calendar days as mentioned above, if the failure continues, the license may be cancelled. However, the principal amount shall have to be calculated and paid along with late fee till the date of actual payment or the date of cancellation of the license, whichever is earlier.

12.12 **Annual Audited Gross Revenue:**

12.12.1 For the consideration of revenue sharing, Annual Audited Gross Revenue would refers to the total revenue earned by the licensee from all licensed services and activities authorized under the FTSP or District FTSP license during a financial

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year, before deduction of any operating expenses, taxes, commissions, or other charges, and as verified by an independent auditor registered with the Institute of Chartered Accountants of Bangladesh (ICAB). Such revenue shall include, but not be limited to:

(a) Income from broadband, data, voice, and IP-based communication services;

(b) Charges received from leased line and enterprise connectivity services;

(c) Revenue from infrastructure sharing, co-location, and bandwidth resale;

(d) Income derived from installation, activation, maintenance, and service charges related to licensed services; and

(e) Any other fees or payments received from subscribers or other operators arising directly from the provision of services under this License.

12.12.2 Revenue not attributable to licensed activities, such as income from non-telecommunication operations or financial investments, shall not be included in the Annual Audited Gross Revenue.

12.13 All fees and charges, paid by the licensee in accordance with these Guidelines, are non-refundable and are payable in favour of "Bangladesh Telecommunication Regulatory Commission (BTRC)" in the form of bank draft or pay order from any scheduled bank of Bangladesh.

12.14 The Commission reserves the right to periodically review and adjust the above fees and charges subject to the prior approval of the Government.

13. NETWORK TOPOLOGY, CONNECTIVITY AND INTEROPERABILITY

13.1 **Network Topology:** As a general consideration, IP layer interconnection and exchange, traffic routing, voice and data traffic management may be conducted through unified channels at both domestic and international levels. Physical separation of these interconnections is not mandatory. Network topology and connectivity scenario are appended in Appendix-3 of these Guidelines.

13.2 **International Connectivity:**

13.2.1 FTSPs shall obtain international bandwidths for all categories of international services; including voice, internet, and data connectivity; exclusively from duly licensed ICSPs. However, District FTSPs may obtain international internet bandwidth either from licensed ICSPs or FTSPs.

13.2.2 Until the expiration of the existing International Gateway (hereinafter referred to as "IGW") and International Internet Gateway (hereinafter referred to as "IIG") licenses, services through these entities shall continue to be functional under the current licensing regime and in accordance with their respective guidelines.

13.2.3 FTSP licensees shall have right to independently enter into international service arrangements, including IP transit, carrier contracts, and voice interconnection, provided that all such services are accessed through the connectivity provided by ICSP licensees. Prior to the commencement of such services, FTSPs must establish appropriate monitoring and compliance mechanisms in accordance with the directives of the Commission.

13.2.4 All FTSPs and District FTSPs shall establish, maintain and provide technical arrangements or facility of a central or semi-distributed Deep Packet Inspection (DPI) platform to the Commission as and when required.

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13.2.5 The Commission may issue separate guidelines, directives, or instructions prescribing the detailed provisions for traffic management, monitoring, revenue-sharing mechanisms, and other relevant regulatory requirements.

13.3 **Domestic Interconnection and Peering:**

13.3.1 **New Framework for Domestic Interconnection and Peering:** FTSPs and District FTSPs shall establish and maintain domestic voice interconnection and internet peering arrangements in accordance with the procedures and conditions prescribed herein, which shall collectively be referred to as the "New Framework".

(a) The Commission shall, prior to the expiration of existing Interconnection Exchange (hereinafter referred to as "ICX") licenses, issue separate directives specifying the new arrangements for domestic voice interconnection. These directives shall include detailed provisions relating to traffic monitoring, revenue-sharing mechanisms, and other associated regulatory matters. Once issued, such directives shall be binding on all concerned licensees.

(b) The Commission shall, before the deregulation of National Internet Exchange (hereinafter referred to as "NIX") licenses, issue necessary directives outlining the regulatory framework for domestic internet peering. These directives, once issued, shall be legally binding upon all concerned licensees and parties.

(c) FTSPs shall have to participate mandatorily in domestic voice interconnection and internet peering arrangements as prescribed by the Commission. All such arrangements shall be established and operated in accordance with the aforementioned directives issued by the Commission for this purpose.

(d) For the establishment of interconnection and/or peering arrangements, the Commission may, at its discretion, permit CMSP and FTSP licensees to form a consortium or to engage qualified entities, such as the NICSP, selected through a competitive process conducted under the supervision and directives of the Commission.

(e) Voice interconnection and internet peering shall be maintained as logically separate systems. However, physical separation is not mandatory. Active infrastructure sharing for domestic interconnection and peering exchanges is encouraged to enhance operational efficiency and cost-effectiveness. However, such sharing shall be governed by the prevailing Infrastructure Sharing Guidelines or any specific instructions issued by BTRC.

(f) FTSPs and District FTSPs shall ensure at least one redundant connectivity path for all critical interconnections and peering arrangements to maintain service continuity.

(g) All licensees shall periodically conduct failover and recovery testing of interconnection and peering systems and submit compliance and test reports to the Commission, as and when required.

(h) FTSPs shall maintain interconnection on fair, reasonable, and non-discriminatory (FRND) terms and shall not enter into any agreement that restricts competition, limits market access, or reduces consumer choice.

13.3.2 **Interim Framework for Domestic Interconnection and Peering:** The procedures and conditions governing the interim arrangement for domestic

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voice interconnection and internet peering shall be in accordance with the procedures and conditions prescribed herein, which shall collectively be referred to as the "Interim Framework".

(a) FTSPs shall maintain interconnection with the licensed ICX operators for voice services, in accordance with the relevant licensing Guidelines. This interconnection shall continue only until the expiry of the existing ICX licenses.

(b) As long as this interim interconnection framework is maintained, prevailing interconnection tariff and charges shall be applicable.

(c) FTSPs may maintain domestic internet peering for internet services through licensed NIX operators, in accordance with the relevant licensing Guidelines. This peering may continue only until the expiry or deregulation of the existing NIX licenses or any alternative date stipulated by the Commission.

(d) Upon expiry or deregulation of the existing NIX licenses, FTSPs shall maintain the same or functionally equivalent arrangements as determined by the Commission for domestic internet peering.

13.3.3 **Provisions for Voice Services:**

(a) International voice calls originating from or terminating in Bangladesh may be routed either through the international connectivity established in accordance with Clause No. 13.2 of these Guidelines or through the ICX as defined under the Interim Framework.

(b) Notwithstanding the above, during the validity of the Interim Framework, all domestic off-net voice calls shall be routed only through the ICX. Upon the expiry or withdrawal of the Interim Framework, all such domestic off-net calls shall be routed through the voice interconnection arrangement established under the New Framework.

13.4 **Transmission Facilities:**

13.4.1 FTSPs and District FTSPs shall lease domestic transmission facilities (primarily optical fibre) and infrastructure (primarily telecom towers) only from licensed NICSP(s).

13.4.2 The deployment of fibre-optic connectivity between the licensee's (FTSP or District FTSP) telecommunication infrastructure, except for the last mile segment, shall be carried out only by the licensed NICSP(s). This provision shall extend to the connectivity between the licensee's Network Operations Centre (hereinafter referred to as "NOC") and Point of Presence (hereinafter referred to as "PoP"); and between their PoPs. However, when such facilities are not available from NICSP licensees, FTSP or District FTSP shall follow the procedures mentioned in NICSP licensing guidelines.

13.4.3 To support the development of robust access networks, FTSP and District FTSP licensees may lease dark fibre from NICSPs in accordance with applicable guidelines.

13.5 **Deployment of Last Mile Connectivity:**

13.5.1 Notwithstanding to the provisions of any other guidelines/provisions, FTSPs and District FTSPs shall be permitted to build/deploy their own last mile connectivity.

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13.5.2 The length of last mile connection shall be limited to the minimum feasible distance required to connect the end user from the nearest PoP located within the same ward (in urban areas) or union (in rural areas) as the end user, or from any immediately adjacent ward (in urban areas) or union (in rural areas), ensuring efficient network design and avoidance of cross-boundary service extensions.

13.5.3 In case of deploying last mile connectivity, the licensee shall follow all regulations, rules, instructions, orders, and/or directives of the local authority.

13.5.4 FTSPs and District FTSPs may also request the licensed NICSP(s) to provide necessary last mile connectivity (limited to fibre connectivity of mobile towers).

13.5.5 Any transmission route that is not covered by the NICSP licensees might also be considered as last mile.

13.5.6 FTSPs and/or District FTSPs may build/deploy last mile network jointly with NICSP licensees subject to the prior approval of the Commission and the provisions set forth in these Guidelines.

13.6 **Interoperability:** Conditions for interoperability requirements are as follows:

13.6.1 FTSPs shall ensure compatibility of signalling, routing, numbering, and addressing systems with other licensed operators, in line with standards prescribed by the Commission from time to time. This is essential for ensuring seamless voice calls between authorized/licensed voice service providers.

13.6.2 FTSPs and District FTSPs shall maintain and update routing databases, and IP addressing in coordination with the Commission and other relevant licensed operators.

13.6.3 FTSPs and District FTSPs shall ensure redundancy, resilience, and adequate capacity at interconnection points to maintain service quality and prevent congestion.

13.6.4 FTSPs and District FTSPs shall ensure that the services provided under their license can seamlessly interoperate with corresponding services of other licensed operators.

13.6.5 FTSPs and District FTSPs shall facilitate interoperability with emergency services, lawful interception systems, and government-mandated platforms.

13.6.6 For ensuring interoperability and to provide services under these guidelines the licensee shall make Service Level Agreement with other appropriate licensees of the Commission and shall:

(a) Submit all concluded interconnection and other agreements to the Commission within 15 (Fifteen) days of signing the agreement; and

(b) Comply with all other access, backbone and interconnection obligations including Service Level Agreement as stipulated by the Commission or as issued by the Commission from time to time.

13.6.7 The licensee shall not impose any technical or other conditions, which may hamper access, backbone or interconnection apart from that stipulated by the Commission nor shall the licensee inhibit access, backbone or interconnection through other ways or means.

13.7 All sorts of interconnections shall follow the prevailing Interconnection Regulations and numbering plan provisions issued or to be issued by the Commission.

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13.8 The Commission may issue additional instructions/directives on domestic interconnection and peering arrangement, any matters concerning to connectivity, interoperability requirements or prescribe technical standards, and protocols for interconnection from time to time, which shall be considered an integral part of these Guidelines and shall be legally binding on the licensee.

14. OPERATIONAL/TECHNICAL OBLIGATIONS AND STANDARDS

14.1 FTSPs and District FTSPs shall be independently responsible for the deployment and operation of their fixed access networks using radio and/or fibre, as applicable.

14.2 All domestic traffic within own network of FTSPs or District FTSPs will be routed directly through its own network.

14.3 All FTSPs and District FTSPs shall route all domestic internet/inter-operator traffic through the domestic interconnection and peering arrangement set forth in these Guidelines or other domestic peering points approved by the Commission.

14.4 The applicant shall establish a Network Operations Centre (NOC) to be operated on a 24/7 basis for network monitoring, maintenance, and service assurance.

14.5 Where entitled, fibre cables along roads must be placed underground in areas with existing road codes, complying with telecom-grade specifications.

14.6 **Migration to IPv6:** New or renewing licensees must adopt IPv6 and complete migration from IPv4 to reduce dependency on limited IPv4 address space, in accordance with the technical guidelines provided by the Commission.

14.7 **Usage of Equipment:**

14.7.1 The licensee will connect its subscribers using appropriate equipment and technology in conformance of the scope of its service.

14.7.2 Only equipment models or types approved by the Commission shall be used in licensed radiocommunications networks and systems. In case of an equipment model or type that has not been approved, clearance for the use of such equipment must be obtained from the Commission.

14.7.3 The licensee shall not initiate any import/purchase of any telecommunication equipment/apparatus (radio or non-radio) required for its network and/or operation without having prior permission from the Commission.

14.7.4 The licensee shall not sell any equipment imported/purchased by them under the FTSP or District FTSP license(s) to anybody without any prior permission of the Commission.

14.7.5 The licensee shall not connect to the systems, any equipment or system(s) that does not comply with the national standards for telecommunication apparatus set by the Commission.

14.7.6 Technical characteristics of equipment used under these Guidelines shall be in conformity with the ITU and other related International Standards. The Licensee shall provide details of the proposed apparatus before the installation of the system.

14.8 **Testing and Emergency Alert Obligations:**

14.8.1 The licensee shall maintain simulation and testing laboratories to validate network upgrades and new features. Service-affecting upgrades shall be scheduled maintenance windows with prior customer notification.

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14.8.2 The licensee must integrate and comply with national emergency alert systems for early warnings on disasters and national security events, per directives from the Commission and relevant governmental entities.

14.9 **Geographic Deployment Restrictions:** The licensee shall not launch any telecom service exclusively in metropolitan or urban areas to the exclusion of non-metropolitan, underserved, or poverty-prone regions for nationwide licenses. Inclusive rollout is mandatory, where applicable, for national level (FTSP) licenses.

14.10 **Numbering Plan for FTSPs (not applicable for District FTSPs):**

14.10.1 Voice services will be provided with separate numbering plan. Applicable numbering plan shall be assigned to the licensee by the Commission.

14.10.2 The licensee shall comply with any national numbering plan provided by the Commission with regard to the same and abide by all guidelines on usage, allocation and assignment of numbers issued by the Commission. The licensee shall provide justification for the use of numbers if called for by the Commission, in any application and shall seek to ensure efficient allocation and usage of the numbers amongst its subscribers.

14.10.3 Any numbering plan assigned to the licensee by the Commission is the property of the Commission; the licensee and its subscribers shall not have proprietary rights in the numbering plan and telephone numbers assigned under the numbering plan respectively. The Commission reserves the right to amend or reallocate any numbering plan upon written notice to the licensee at the cost, if any, of the licensee.

14.10.4 The licensee shall inform the Commission on any arrangements for the allocation and reallocation of numbers and codes within its own numbering plan, and prepare and furnish to the Commission its proposals for developing, adding to or replacing the numbering plan relating to the services.

14.10.5 The licensee shall comply with the framework, arrangements and requirements prescribed by the Commission, for any matters relating to numbering plan, including all relevant Codes of Practice, directions and notifications which the Commission may issue from time to time.

14.11 **Sharing of Facilities:**

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

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

14.12 **Commencement of Service:**

14.12.1 The licensee shall start providing the service to its subscribers within 06 (six) months from the date of license issuance. Time extension may be considered by the Commission upon receiving of written application regarding time extension from the licensee stating valid reasons thereof, failure to which may lead to the cancellation of license.

14.12.2 The licensee shall have to obtain necessary approval from the Commission before providing the services.

14.13 **Continuation of Service:** The licensee shall not discontinue providing services under the FTSP or District FTSP license, unless the licensee notifies the Commission, probable affected customers and other stakeholders at least 90 (ninety) days prior

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written notice of such discontinuation. In case of maintenance or unavoidable circumstances for temporary interruption, the licensee shall have to obtain prior written approval of the Commission and provide reasonable advance notice to all stake holders to be affected by such interruption or suspension.

14.14 **Cybercafé Service:** All FTSP and District FTSP licensees are allowed to provide cybercafé services according to the following conditions:

14.14.1 Cybercafé must have an office with valid address and must have at least two phone numbers and one e-mail address for contact.

14.14.2 Cybercafé shall have to keep the record of the visiting user's name and address or National ID Card No. in a register.

14.14.3 To provide privacy, only for the screen/monitor, a partition may be used. However, the maximum height would be 4 feet from the floor level. Any kind of door or restriction is not allowed in the entrance of booth (workstation/terminal).

14.14.4 During School time, uniformed students shall not be allowed to access the cybercafé. If they can provide any recommendation from school authority or guardian, they may be allowed access only for educational needs.

14.14.5 A complaint box should be provided in an open place of the cybercafé. The licensee shall maintain a register and take necessary actions about the complaints of the subscribers. The licensee shall submit report on quarterly basis to the Commission about the complaints of the subscribers and the actions taken on those complaints.

14.14.6 The bandwidth or internet connection cannot be used for any illegal operation. No pornographic and subversive sites shall be allowed to be accessed.

14.14.7 The licensee shall submit to the Commission half yearly report, within the thirty first of July and January on the quality of service offered to its subscribers, indicating the level of performance achieved by cybercafé during the preceding half year.

14.14.8 BTRC and/or Law Enforcing Agency shall have the right to inspect any cybercafé at any time.

14.14.9 The cybercafé shall maintain QoS as may be set by the Commission from time to time.

14.14.10 The licensee shall have to preserve IP Log of their users and shall have to provide it as per the requirement of BTRC or any Law Enforcing Agencies.

14.14.11 The licensee shall have to install adequate number of Closed-Circuit Television (CCTV) cameras, inside the cybercafé premises, required to monitor each and every booths (workstation/terminal).

14.15 The licensee shall, prior to any installation or maintenance work on the systems, obtain all necessary permissions from the relevant authorities or governmental departments for works on land owned or controlled by any Government or local authority or statutory body, and from the relevant owner or occupier for works on any private land.

14.16 If third party owned or licensed property is affected as a result of the installation and/or maintenance work, the licensee shall seek the consent from the applicable third party prior to displacing or hindering with telecommunication lines, gas or water pipes, drains or sewers, or tubes, casings, ducts, wires or cables or other third-party properties or equipment.

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14.17 The licensee shall be solely liable for any losses, damages, claims, costs or expenses caused, arising from or in connection with any installation and/or maintenance work in public and private areas.

14.18 Collaboration amongst the licensees shall be encouraged to promote innovation and affordable service delivery.

15. ROLLOUT OBLIGATION AND BANK GUARANTEE

15.1 Rollout obligation is applicable to the FTSP or District FTSP licensee(s).

15.2 **Rollout Obligation for FTSP Licensee(s):** Rollout obligations that the FTSP licensee(s) have to fulfil from the date of issuance of the license, shall be as follows:

Year	Minimum No of Districts Covered	Minimum Number of PoPs to be established per District	Minimum Subscribers per District	Rate of Reduction in BG Amount
1st	1	Minimum 01 (one) PoP in each Upazila/Thana	100	10%
2nd	3	Minimum 01 (one) PoP in each Upazila/Thana	200	10%
3rd	8	Minimum 01 (one) PoP in each Upazila/Thana	500	10%
4th	16	Minimum 01 (one) PoP in each Upazila/Thana	600	10%
5th	32	Minimum 01 (one) PoP in each Upazila/Thana	700	10%

15.3 **Rollout Obligation for District FTSP Licensee(s):** Rollout obligations that the District FTSP licensee(s) have to fulfil from the date of issuance of the license, shall be as follows:

Year	Minimum Subscribers (Total)	Rate of Reduction in BG Amount
1st	100	10%
2nd	200	10%
3rd	300	10%
4th	500	10%
5th	800	10%

15.4 To promote equitable access across all regions, including underserved areas such as coastal belts, hill tracts, riverine zones, remote rural areas, educational institutions, healthcare facilities, economic growth centres, all types of ports, businesses and government/semi government facilities, the Government may issue additional targeted rollout directives.

15.5 **Bank Guarantee:**

15.5.1 The licensee shall, within thirty (30) days from the date of issuance of the license, submit unconditional Bank Guarantees (BG) in favour of "Bangladesh Telecommunication Regulatory Commission (BTRC)" for the total amount specified in these Guidelines, according to the prescribed format appended in Appendix-7 of these Guidelines, issued by a scheduled Bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. of 1972)]. The total Bank Guarantee amount shall be furnished in 6 (six) separate instruments, 05 (five) Bank Guarantees, each amounting to 10% (ten percent) of the total amount, and 01

(one) Bank Guarantee amounting to the remaining fifty percent (50%) of the total amount.

15.5.2 Provisions for the first 05 (five) Bank Guarantees, each amounting to 10% (ten percent) of the total amount, shall be as follows:

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

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

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

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

(e) In the event of underperformance or failure by the licensee to fulfil the prescribed rollout obligations for 02 (two) consecutive years, the Commission may, in addition to the encashment of the Bank Guarantee, impose appropriate regulatory measures, including but not limited to financial penalties, suspension or revocation of the license, or any other action as may be deemed necessary in accordance with the applicable laws, rules, and directives of the Commission.

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

(g) Migrating FTSP or District FTSP licensees who have already fulfilled all the required rollout targets/obligations stated above, may be exempted from submitting these Bank Guarantees associated with the performance of rollout target.

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

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

(b) This Bank Guarantee shall remain in force for the total tenure of the respective license. For this purpose, this Bank Guarantee shall be submitted initially for 05 (five) years from the date thereof.

(c) In case of failure to make any payment within the stipulated time, the equivalent amount of annual fee will be encashed from the Guarantee for

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each year or fraction thereof. The Commission may encash the Guarantee to any extent to realize the outstanding dues/fines as well. When the full Guarantee will be encashed by the Commission for non-payment of outstanding dues, the Commission will take necessary action to cancel the license.

(d) In case of failure to make any payment within the stipulated time, the equivalent amount shall be encashed by the Commission from this Bank Guarantee. The Commission may encash the Bank Guarantee to any extent to realize the outstanding dues/fines as well. When this Bank Guarantee will be encashed fully by the Commission for non-payment of outstanding dues, the Commission will take necessary action to cancel the license, if the licensee does not resubmit this Bank Guarantee in full.

15.5.4 The licensee shall submit either a new Bank Guarantee of the same amount and same period or extend the tenure of the existing Bank Guarantee in favour of the Commission at least 30 (thirty) days before the expiration of the Bank Guarantee.

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

16. QUALITY OF SERVICE

16.1 FTSP and District FTSP license shall have the obligation to comply with the Quality of Services Regulations/Directives/Instructions/Orders/Guidelines issued by the Commission from time to time and meet the QoS standards as set thereof. All such Regulations/Directives/Instructions/Orders/Guidelines shall be considered as an integral part of these Guidelines.

16.2 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without any prior notice and the licensee shall comply with the new QoS standards imposed within the time period specified by the Commission. The licensee shall submit to the Commission quarterly reports on its compliance with each of the QoS standards.

16.3 The Commission may introduce Key Performance Indicators (KPIs) covering accessibility, retainability, integrity, session continuity, coverage and capacity, throughput, etc.

16.4 The licensees shall maintain a minimum contention ratio of 1:4 between international internet traffic and local cached content. This requirement shall not apply to licensees offering unlimited data plans. The Commission reserves the right to periodically review and revise this ratio in accordance with network performance metrics and policy objectives.

16.5 If the licensee does not meet the QoS standards, the Commission may impose penalties. The Commission shall have the right to check and measure the QoS provided by the licensee at any time during the validity of the license.

16.6 The licensee shall clearly indicate to its subscribers, at the time of entering into contract with such subscribers, about the specifications and the quality of service.

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17. TARIFF AND PRICING

17.1 The Commission reserves the right to determine the tariff for fixed telecommunication services in Bangladesh, as and when necessary. The licensee shall follow the Directives/Instructions, regarding tariff, issued by the Commission from time to time.

17.2 The Commission may encourage innovative tariff module (slab-based/bundled tariff/any modern approach) for capacity-based connectivity.

17.3 Before providing any new service, the licensee shall submit application for tariff approval to the Commission in writing for necessary approval:

17.3.1 A written tariff chart/schedule containing the maximum and minimum charges that it proposes to charge for the service, and its justification for the charges; and

17.3.2 The description of the service, the terms and conditions and all other relevant information that it proposes to publish to its customers. The information to be published must be in a form which is readily available, current and easy to understand.

17.4 The Licensee shall not start providing any service or realizing any charges for the service before obtaining the written approval of the Commission for its tariff and shall comply with any conditions imposed by the Commission thereof. Any changes to the approved tariff/charges are subject to prior written approval of the Commission.

17.5 Tariffs must be non-discriminatory and based on objective criteria and on the costs of providing the licensed Services, while allowing for a reasonable rate of return.

17.6 The FTSP and District FTSP licensees shall follow any applicable Interconnection Tariff, Inter-operator Interconnection charges and International Voice Calls Tariff (applicable to FTSP licensees only) imposed or to be imposed from time to time by the Commission.

18. SPECTRUM ASSIGNMENT

18.1 FTSP or District FTSP licensees may utilize Industrial, Scientific, and Medical (hereinafter referred to as "ISM") bands, license-free bands, or licensed spectrum to provide fixed wireless services.

18.2 Fixed Wireless Access (FWA) services may be permitted only after deploying a minimum of three distinct frequency layers using each technology.

18.3 Utilization of spectrum by FTSP or District FTSP licensees shall be governed by the respective guidelines/directives/instruction issued or to be issued by the Commission from time to time, the National Frequency Allocation Table (hereinafter referred to as "NFAT"), and these Guidelines.

18.4 The Commission may identify and allocate spectrum bands (license-free and/or licensed) appropriate for fixed telecom services in Bangladesh keeping conformity with the ITU Radio Regulations and NFAT.

18.5 In order to utilize licensed spectrum, the licensee shall submit a separate application and obtain a separate license named "Radio Communications Apparatus License for Fixed Telecom Service Provider" from the Commission for providing authorized fixed wireless services within the authorized service area.

18.6 The Commission may assign spectrum to any single FTSP/District FTSP licensee or a consortium of licensees.

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18.7 Terms and conditions delineated in the "Radio Communications Apparatus License for Fixed Telecom Service Provider" or the assignment letter shall be legally binding on the licensee/assignee.

18.8 FTSP licensees shall not be eligible for assignment of spectrum from the International Mobile Telecommunications (IMT) spectrum bands. However, in the event that surplus spectrum remains available after fulfilling the assignment requirements of the mobile network operators, the Commission may, at its discretion, consider the eligibility of FTSP licensees for such spectrum assignment through a competitive bidding process, subject to the terms, conditions, and procedures as prescribed by the Commission.

18.9 The licensee shall follow the terms and conditions of the instruction/order/directive/decision of the Commission for using the ISM band to provide Wi-Fi based services.

18.10 Assigned frequency and radio apparatus or any right thereof, wholly or partly, are not transferable by any means whatsoever, and, therefore, cannot be sold, let, pledged, hypothecated, mortgaged, charged or encumbered or in any other manner transferred by the Licensee to any person or institution or company or organization subject to the issues enshrined in Section 55 and 37(2)(i) of the Act, 2001. Any such charge, transfer, hypothecation, pledge or encumbrance of these equipment and any agreement, power of attorney or any other document executed in connection with such desired transaction shall be void ab initio and, hence, shall be without lawful authority and of no legal effect. This provision shall survive termination or cancellation of the license or frequency assigned howsoever caused.

18.11 The Commission shall have the authority to inspect and analyse the spectrum efficiency of any assigned frequencies to ensure proper utilization of the frequencies at any time.

18.12 The Commission reserves the right and authority to cancel or revoke the assignment of the frequency, fully or partially, without prejudice to the right and authority to take any other lawful action by giving prior notice to the Licensee, for any of the following reasons:

18.12.1 National security or national interest.

18.12.2 Non-compliance/violation/breach of any conditions of these Guidelines/license.

18.12.3 Non-payment of any dues where the Licensee has failed to pay within the period specified by the Commission in the final notice unless the matter is pending for any judicial adjudication with interim order.

18.12.4 Use of unassigned frequencies.

18.12.5 Any other reasonable cause deemed to the Commission fit and proper within the scope of the BTRA, 2001.

18.13 **Mitigation of Interference:** Licensees, providing fixed wireless service(s), shall abide by the following instructions strictly for the avoidance and mitigation of harmful interference:

18.13.1 The licensee(s) shall keep its usage of spectrum strictly within the assigned frequency band.

18.13.2 The licensee shall ensure that transmission of radio signal is restricted as per the respective guidelines/directives/instruction issued or to be issued by the Commission from time to time, and the ITU Radio Regulations to avoid harmful interference.

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18.13.3 The licensee shall refrain from causing harmful interference with its system(s) to other radio communication networks (terrestrial/GSO satellite/NGSO satellite) licensed by the Commission or the systems of Government agencies. In the event, the occurrence of such harmful interference to another licensed radiocommunication network is detected, the licensee shall immediately take the following measures:

(a) Immediately report about the harmful interference to the Commission with detailed technical data; and

(b) Immediately take necessary corrective measures (e.g. spectrum separation, geographical separation, beamforming, emission mask, frequency hopping etc.) to stop causing harmful interference to the affected networks.

18.13.4 The licensee shall report about any harmful interference caused to its own network to the Commission immediately after the interference occurs.

18.13.5 The Licensee shall implement necessary monitoring systems to detect and report interference promptly to ensure no adverse impact occurs on existing services.

18.14 The Commission reserves the right to change/modify its frequency allocation plan for fixed wireless services, if any, subject to the changing of ecosystem, national interest and/or revision of the ITU Radio Regulation.

19. LAWFUL INTERCEPTION, MONITORING AND COMPLIANCE

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

19.2 **Monitoring:**

19.2.1 The Commission may direct the licensee to take necessary technical measures to identify and monitor subversive or illegal activities. The Commission may also direct the licensees to submit the relevant information to the Commission from time to time. Following the instruction of the Commission, the licensee shall implement self-regulatory mechanism to detect and deactivate its subscriptions engaged in subversive or illegal activities.

19.2.2 The licensee shall cooperate with designated national Cyber Incident Response Team (CIRT) regarding new and emerging threats as well as incident management of national magnitude.

19.2.3 The licensee shall abide by any Order, Decision, Guidelines, Directives, or Instructions issued by the Government/Commission regarding Cybersecurity as well as any internationally recognized cybersecurity/risk management framework/guidelines.

19.2.4 The licensee shall extend remote online access to its Operation and Maintenance (O&M) Control Consoles. If online access is not possible, offline access has to be provided. In such case, the facilities must be with original software and hardware to properly communicate with the license's O&M system. The licensee shall extend maintenance support of the supplied system. The terminal shall be equipped with sufficient primary storage and external storage to maintain traffic data, log files and CDR/IPDR dump for at least (six) 6 months.

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19.2.5 The licensee shall inform the Commission about the network routing used and systems followed for the transmission and reception of messages, signals and other information into and out of its systems.

19.3 **Regulatory tools:** The licensee shall comply and connect with any future regulatory tools implemented and/or instructed by the Commission.

19.4 **Preservation of Records:**

19.4.1 The licensee shall preserve the following records/information for a period of at least 1 (one) year for scrutiny or as directed by the commission or required by LI authorized entities in accordance with the law:

(a) CDR, IPDR, Transaction Detailed Record (TDR), system logs or audit trails related to CDR changes, network traffic data, QoS and KPI reports with base data, official correspondence with the Commission, statements/reports etc., whichever is applicable.

(b) IPDRs shall contain information such as source and destination IP addresses (Both Public and Private), session start and end times, data volume, service identifiers, subscriber identity, and network resource utilization details, as applicable. IPDRs shall be generated, stored, and maintained by the licensee for each IP session in accordance with the formats, and frequency prescribed by the Commission.

(c) Media Access Control (MAC) address of all devices used by both the licensee and their subscriber must be preserved and provided to the Commission as requested.

(d) User's history records, system failure records, Simple Network Management Protocol (SNMP) traffic data and bandwidth utilization records of individual user as daily log.

(e) Data session logs/info along with IP address for 1 (one) year for scrutiny by or as directed by the Commission. The licensee does not require permission to delete records which have not been instructed to retain.

19.4.2 In case of deletion of any records after 1 (one) year as mentioned above, the licensee shall preserve any particular record if instructed by the Commission & law enforcement agencies and that shall be kept as it is.

19.4.3 The licensee shall store subscriber, communication, traffic, network, operations related data within the territory of Bangladesh, unless otherwise authorized in writing by the Commission.

19.5 **Fraud Management:** The licensee shall formulate, install and implement an effective Telecom Fraud Management system/process proactively to combat all possible types of fraudulent activities as appropriate. The licensee shall follow related directives issued by the Commission from time to time.

19.6 **Privacy of Communications:**

19.6.1 The licensee shall not monitor or disclose the contents of any communication conveyed over its licensed system except to the extent necessary for the purpose of maintaining or repairing any part of the licensed system or monitoring the licensee's quality of service, or except as required by the Act, the Rules, Regulations and conditions of this License.

19.6.2 The licensee shall take reasonable measures to safeguard its licensed system from unauthorized interception of communication carried on the licensed system.

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20. SUBSCRIBER REGISTRATION, CONFIDENTIALITY AND DATA PRIVACY

20.1 **Registration of Subscriber:** The Licensee shall be liable for registration of all subscribers in a proper way as decided by the Commission from time to time. The Commission reserves the right to take necessary actions according to the Guidelines and the provisions of the Act, for non-compliance of this **condition** and may impose fine for non-compliance.

20.2 **Subscriber Confidentiality:**

20.2.1 The licensee shall maintain confidentiality in respect of all information provided by the subscriber except disclosure in the following situations:

(a) Where the disclosure of the information is necessary for the purposes of detecting, preventing or investigating crime in which case disclosure should only be made to persons authorized by the Commission or Law Enforcement Agencies (LEA).

(b) Where disclosure is deemed necessary by the Commission or other national security agencies and law enforcement agencies, where such disclosure should only be made to persons authorized by the Commission or LEA. and

(c) Where disclosure is ordered by a court of competent jurisdiction or so provided by law.

20.2.2 Further, the licensee may only use any information provided by a subscriber for the following purposes:

(a) Internal planning, provisioning and billing for Services.

(b) Other purposes approved by the Commission or permitted by any applicable law(s) of the land.

20.2.3 The Licensee shall not share any user information, insight or analytics derived from user and service data in any form to any other party without the prior permission of the Commission.

20.3 **Data Privacy:**

20.3.1 The licensee must conform to international best practices including data privacy standards (e.g., GDPR where applicable), proposed Personal Data Protection Ordinance (PDPO) & National Data Governance & Interoperability Authority (NDGIA) regulations of Bangladesh, anti-spam and fraud control (GSMA guidelines), and ensure interoperability.

20.3.2 The licensee shall adopt and maintain appropriate technical, procedural, and organizational safeguards to prevent unauthorized access, disclosure, alteration, or destruction of subscriber data.

20.3.3 The licensee shall collect, process, and retain subscriber data only for legitimate purposes directly related to service provision, billing, network management, or compliance with lawful requirements. Any collection, retention, or use of subscriber data beyond these purposes shall require explicit consent of the subscriber, in accordance with applicable laws and regulations.

21. ACCOUNTS AND AUDITING

21.1 **Accounts:**

21.1.1 The licensee shall maintain accounts and other records, in accordance with acceptable accounting practices. The licensee shall at all times, maintain full

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and accurate books of accounts and other records reflecting all financial matters, in accordance with the sound and acceptable accounting practices.

21.1.2 The licensee shall submit certified copies of its financial records and yearly audited accounts to the Commission. The Commission shall have the access to originals of such records and accounts as and when required.

21.1.3 The licensee shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues.

21.2 **Auditing:**

21.2.1 The Commission may take initiative for Procedure and Systems Audit in addition to financial audit of the licensee at any time.

21.2.2 The audit team authorized by the Commission shall have the right to Audit technical and financial position of licensee anytime. The licensee shall comply and shall furnish all relevant information and documents. The licensee shall preserve all the relevant data/information for technical and financial audit accordingly. The Commission will issue directives to the licensee in this regard.

21.2.3 The audit team authorized by the Commission shall have the access to the computerized accounting system for the purpose of the Audit as and when deemed necessary by the Commission.

22. COMMUNICATION, INSPECTION AND REPORTING

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

22.2 **Registered Address of the Licensee:** The licensee shall maintain, on record, a registered office address within Bangladesh. The licensee shall not change its registered address without obtaining the prior written approval of the Commission. Any change in the registered address shall have to be notified to the Commission through a formal application stating the reasons for relocation, accompanied by the application fee as specified in these Guidelines, updated trade license, lease or ownership documents, and any other supporting evidence as may be required by the Commission.

22.3 **Information and Inspection:**

22.3.1 The Commission or its authorized representatives shall have the right to enter and inspect all the offices, installations, facilities and premises of the licensee. The licensee shall provide all information and shall demonstrate any applicable services and systems as required by the Commission during such inspection.

22.3.2 The Commission or any of its official representatives may take copies of records, documents and other information related to the licensee's business. The licensee shall promptly deliver any information or documents to the Commission upon request.

22.4 **Reporting and Planning:**

22.4.1 The licensee shall furnish all required information and other related matters as directed by the Commission from time to time. The format and frequency of submission shall be decided by the Commission.

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22.4.2 The licensee shall publish Annual Report in accordance with the International Financial Reporting Standards (IFRS), the Companies Act 1994, the Securities and Exchange Rules 2000, relevant guidelines issued by the Bangladesh Securities and Exchange Commission, Financial Reporting Act, 2015 and other appropriate laws in Bangladesh, as applicable.

22.4.3 The licensee shall submit to the Commission a hard copy and a soft copy (scanned PDF) of the audited financial report, regularly on an annual basis, that will contain the financial statements presenting the financial position & performance of the licensee. The licensee shall also submit to the Commission a certified copy of the return submitted to the RJSC, regularly on an annual basis, along with all the submitted documents with the return.

22.4.4 The Commission may ask for any other information, upon which, the licensee shall be obligated to furnish such information to the Commission.

22.4.5 The licensee shall submit detailed plans and digital network maps for last mile fibre deployment and any other resources as required by the Commission, to assist in capacity forecasting and equitable access planning.

23. SUSPENSION, CANCELLATION, REVOCATION AND FINES

23.1 Suspension and Cancellation of License:

23.1.1 The Commission may, in any of the events specified in Section 46 of the Act, suspend or cancel all or any part of the license issued under these Guidelines.

23.1.2 If the licensee violates any of the clauses of this guideline or the license, the Commission may issue a show cause notice to the licensee. Licensee shall have to submit a reply of the show cause notice to the Commission. If the reply of the show cause notice is found unsatisfactory to the Commission, the Commission shall consider the followings:

(a) may impose fine to the respective licensee; or

(b) may take necessary actions for the cancellation of the license in accordance with the Act; or

(c) may take other lawful actions.

23.1.3 The license may be cancelled by the Commission, and the licensee shall be liable for action, in accordance with the provisions of Bangladesh Telecommunication Regulation Act, 2001 on the following grounds including but not limited to:

(a) that any information furnished in the Application form for obtaining the license is found incorrect/false, which is mala fide;

(b) that the licensee has obtained license hiding the information as mentioned in the guidelines and the Act; and the reason for not providing the information is not acceptable;

(c) that the assigned frequency is cancelled for not being able to use it within 01 (one) year from the date of assignment;

(d) that required fees and charges are not paid by the licensee as per the terms and conditions of the license;

(e) that the licensee is involved with illegal call termination and failed to adopt appropriate measures as per direction of the commission in this regard;

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(f) that the licensee has failed to follow the directions of the Commission to prevent its subscriber from illegal call origination and termination activities;

(g) that the licensee has transferred any share or issued new shares without prior written permission of the Commission;

(h) that the licensee has disclosed or is involved with any discloser of any information to anybody/performing any illegal activities that may hamper national security, integrity, sovereignty, stability, and harmony;

(i) that national security, integrity, sovereignty, stability and harmony is hampered by using the telecommunication infrastructure of the licensee,

(j) that the licensee violates or purports to violate any terms and/or conditions of the license, Guidelines, Regulations, Directives, Instructions, Orders, Circulars, Byelaws or Decisions etc.

23.1.4 For the interest of the National Security, the Commission reserves the right to cancel the license temporarily/permanently.

23.2 **Impact of Suspension/Cancellation of License:**

23.2.1 In the event of suspension or cancellation or revocation of the license in accordance with the provisions of the Act, 2001, the Commission may engage any agency or administrator at a rate of fees and on such tenure as may be decided by the Commission to operate and maintain the system and services in order to continue with and fulfil the obligations of the licensee towards its subscribers. The licensee shall not have any claim for any compensation and any right on the revenue for the same.

23.2.2 Cancellation or suspension of the license for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act, 2001 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.

23.3 **Revocation of License:** The license shall remain in force until it is terminated/revoked due to any of the following reasons:

23.3.1 The term of the license expires without renewal;

23.3.2 The licensee agrees to the termination of this license; or

23.3.3 The license is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this license.

23.4 **Fines:** The Commission may impose fine under Sections 46(3), 63(3), 64(3), 65 or any other relevant provision(s) of the Act, 2001 for violation of any condition of these Guidelines.

24. CHANGES IN MANAGEMENT/OWNERSHIP/SHARE STRUCTURE

24.1 **Merger/Acquisition/Changes in Ownership:**

24.1.1 Any proposed merger, acquisition, amalgamation, consolidation, or transfer of ownership or control involving a FTSP of District FTSP licensee shall require the prior written approval of the Commission. No such transaction shall be valid or effective without such approval.

24.1.2 The licensee shall seek prior written approval from the Commission before making any change in its license name.

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24.1.3 The licensee intending to enter into any merger, acquisition or changes in its ownership/shareholding arrangement shall submit a formal application to the Commission, accompanied by full disclosure of the proposed transaction, ownership structure before and after the transaction, financial implications, and its potential impact on market competition, consumer interest, and network operations.

24.1.4 The Commission, before extending approval, shall evaluate each proposal to ensure that the transaction:

(a) does not result in market dominance or anti-competitive conduct;

(b) safeguards continuity of services and protection of subscribers;

(c) preserves national security and data sovereignty; and

(d) aligns with the objectives of the Policy.

24.1.5 The licensee shall obtain clearance from relevant authorities, including but not limited to the Bangladesh Securities and Exchange Commission (BSEC), BIDA, or other competent agencies, prior to completion of the transaction, where applicable.

24.1.6 Following the approval of the Commission and the completion of transaction, the surviving or resulting entity shall assume all rights, obligations, liabilities, and regulatory responsibilities of the existing licensee(s) under the terms and conditions of the license.

24.1.7 The Commission reserves the right to impose conditions, restrictions, or financial adjustments on any approved merger, acquisition or changes in ownership to protect competition, consumer welfare, and public interest. Such conditions, restrictions, or financial adjustments including fees and charges imposed by the Commission shall be binding on the licensee.

24.1.8 Application fee, as decided by the Commission, shall be applicable to all application for merger, acquisition or changes in ownership/shareholding arrangement.

24.1.9 Any merger, acquisition or changes in ownership completed without the prior written approval of the Commission shall be considered null and void, and may result in penalties, suspension, or revocation of the License.

24.2 **Transfer, Assignment and Pledge as Security:**

24.2.1 The licensee shall not pledge, assign, or otherwise transfer the license and/or any right accrued thereafter as security for any financial arrangement without the explicit prior approval of the Commission. Any transfer, without such approval, shall be void and shall be considered as an offense liable to penalties.

24.2.2 By any means the license shall not be assigned or pledged as security when taking loans. The licensee/operator with a view to collecting fund may with prior permission of the Commission take loan from any third party against its property and assets upon furnishing security provided that does not affect the customer services.

24.2.3 The licensee shall not subcontract out any part of the Services or the System without prior approval of the Commission. The licensee may appoint agents or independent contractors or sub-contractors to carry out works or provide services which enable the licensee to discharge its duties and obligations under this license provided that the licensee shall be liable for any act, omission,

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default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

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

24.2.5 The licensee intending to transfer its license shall submit a formal application to the Commission, accompanied by full disclosure of the proposed transaction, financial implications, and all supporting documents, as maybe asked by the Commission.

24.2.6 Following the approval of the Commission and the completion of transaction, the surviving or resulting entity shall assume all rights, obligations, liabilities, and regulatory responsibilities of the existing licensee(s) under the terms and conditions of the license.

24.2.7 Application fee, as specified in these Guidelines, shall be applicable to all application for transfer of license.

24.3 **Conversion of Proprietorship into a Limited Company:**

24.3.1 A licensee operating as a proprietorship may, with the prior written approval of the Commission, convert its business entity into a limited company in accordance with the applicable laws and procedures prescribed by the Registrar of Joint Stock Companies and Firms (RJSC).

24.3.2 The licensee shall ensure that the conversion does not result in any disruption of services, alteration of ownership control without approval, or violation of the terms and conditions of the license.

24.3.3 The licensee shall obtain clearance from all relevant authorities, prior to conversion, where applicable.

24.3.4 Upon completion of the conversion, the licensee shall submit to the Commission certified copies of the Certificate of Incorporation, Memorandum and Articles of Association, and updated Trade License and Tax Identification Number (TIN) within thirty (30) days of issuance by the RJSC.

24.3.5 Upon approval by the Commission and completion of the conversion, the license shall be reissued or endorsed in the name of the newly incorporated company, subject to submission of all required documentation and payment of applicable fees, as determined by the Commission from time to time.

24.3.6 Following the conversion, the surviving or resulting entity shall assume all rights, obligations, liabilities, and regulatory responsibilities of the existing licensee(s) under the terms and conditions of the license.

24.3.7 The Commission reserves the right to verify the authenticity and compliance of the conversion process and may approve, reject, or impose additional conditions as deemed necessary.

24.4 **Initial Public Offer (IPO):**

24.4.1 The licensee may float its share to Initial Public Offer (IPO) as per the rules and regulations of the Security Exchange Commission of Bangladesh and in accordance with other prevailing laws of Bangladesh.

24.4.2 The licensee shall require the prior written approval of the Commission before floating its share to IPO. Any floating of share to IPO conducted without the

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prior written approval of the Commission shall be considered null and void, and may result in penalties, suspension, or revocation of the License.

24.4.3 No permission will be required from the Commission for transfer of shares in Secondary Market after floating IPOs.

25. ANTI-COMPETITIVE CONDUCT AND DISCRIMINATION

25.1 **Anti-Competitive Conduct:** The licensee shall not engage in anti-competitive conduct which in the view of the Commission inhibits or impedes fair competition including exploiting a position of dominance such as to unreasonably restrict competition. Acts of anti-competitive conduct include, but not limited to, engaging in predatory price cutting which may be implied where:

25.1.1 a service is priced at less than marginal costs for 2 (two) consecutive months;

25.1.2 such costs are likely to price competition out of the market or deter competitors from entering the market;

25.1.3 the licensee is able to recoup the full amount of the loss incurred during the period of price cutting,

25.1.4 engaging in cross subsidizing where the revenue for a service is used to unfairly cross subsidize the price of other services or equipment;

25.1.5 engaging in unfair pricing such as to reduce or eliminate competition including fixing prices for services or equipment at a level which cannot be re-sold with a margin of profit to subscribers;

25.1.6 entering into exclusive arrangements which deny competitors access to services or equipment.

25.2 **Unfair Competition:** The licensee, on its own or through a third party, shall not engage in any practice which unfairly restricts or is likely to restrict existing competition in the national telecommunications industry or which deters or restricts or is likely to deter or restrict new licensees into the national telecommunications industry including, but not limited to, engaging in the following practices:

25.2.1 asserting false or misleading claims on the availability, price or quality of its Services or Systems or the Services or Systems of any other licensee or competitor;

25.2.2 degrading the availability or quality of a licensee or competitor's Services or Systems or unfairly raising their business, operational or technical costs;

25.2.3 unlawfully interfering with the suppliers or subscribers of the licensee or its competitors; or

25.2.4 providing false or misleading information to other licensees or competitors or to any third party.

25.3 **Discrimination:**

25.3.1 The licensee shall not discriminate or create any inconvenience to any person, group or class of persons, and shall not give any unfair or unreasonable preference to itself or any other person in, amongst other things, the performance, price, terms and conditions of the services provided.

25.3.2 The licensee shall provide the authorized service(s) to any individual within the authorized service area in Bangladesh without any discrimination, and also to

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any particular location as directed by the Commission, , unless such service is legally untenable.

26. SIGNIFICANT MARKET POWER (SMP)

26.1 The Commission shall have the authority to identify and regulate entities possessing Significant Market Power (hereinafter referred to as "SMP"), in accordance with the Act, 2001, and other applicable laws.

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

26.2.1 Tariff regulation and interconnection obligations;

26.2.2 Infrastructure and facility sharing mandates;

26.2.3 Prohibition of cross-subsidization and margin squeeze;

26.2.4 Requirements for accounting separation and financial transparency;

26.2.5 Access obligations on fair, reasonable, and non-discriminatory terms;

26.2.6 Regulation of wholesale pricing and provisioning.

26.3 The licensee shall have to abide by the provisions of the regulations issued by the Government/Commission regarding SMP.

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

26.5 To ensure a competitive, transparent, and inclusive telecommunications market, all licensees must avoid conduct that constitutes abuse of SMP, denial of fair access, or anti-competitive behaviour. The following obligations shall apply to the licensee:

26.5.1 The licensee shall not impose unfair bandwidth or interconnection conditions on smaller ISPs.

26.5.2 Discriminatory pricing and restricted access shall be treated as SMP violations.

27. CYBER AND INFRASTRUCTURE SECURITY AND ENVIRONMENTAL ISSUES

27.1 **Cyber and Infrastructure Security:**

27.1.1 The licensee shall ensure that its network, systems, and services are designed, deployed, and operated with due consideration to cybersecurity, infrastructure resilience, and national security requirements. The licensee shall adopt appropriate technical and organizational measures to protect its infrastructure from unauthorized access, disruption, damage, or misuse.

27.1.2 The licensee shall establish a comprehensive Cybersecurity and Infrastructure Protection Framework, including policies, monitoring systems, and incident response mechanisms, to prevent, detect, and mitigate cyber threats and vulnerabilities across all network elements, data centres, and operational facilities.

27.1.3 The licensee shall maintain a Security Operations Centre (SOC) or equivalent capability, equipped to perform real-time network monitoring, threat detection,

and incident response. The licensee shall immediately notify the Commission and other competent authorities of any major cyber incident, intrusion, or service disruption, along with the remedial measures undertaken.

27.1.4 All network components, including transmission, switching, routing, and storage systems, shall comply with security standards and protocols prescribed or endorsed by the Commission. Equipment and software shall not contain backdoors, spyware, or any feature that compromises user data or national security.

27.1.5 The licensee shall ensure physical and logical security of its network infrastructure, including data centres, PoPs, and transmission facilities. Access to critical sites shall be strictly controlled and limited to authorized personnel, with proper authentication, surveillance, and logging systems in place.

27.1.6 The licensee shall implement redundancy, disaster recovery, and business continuity plans to ensure uninterrupted operation of critical services during natural disasters, power failures, or cyber incidents. Periodic tests and drills shall be conducted to verify the effectiveness of such arrangements.

27.1.7 Any licensee operating critical service platforms must comply with the Cyber Safety Ordinance, as well as relevant international best practices for cybersecurity deployment. Such licensees shall be designated as Critical Information Infrastructure (CII) by the National Cyber Security Agency (NCSA), and shall be obligated to adhere to the provisions of the Ordinance, including the establishment of sector-specific Computer Incident Response Teams (CIRTs). These infrastructures must undergo regular security audits, including penetration testing and vulnerability assessments, to ensure ongoing resilience and cyber readiness.

27.1.8 The Commission reserves the right to inspect, audit, or direct security compliance reviews of the licensee's network and systems at any time. The licensee shall extend full cooperation and furnish all relevant information as required for such inspections.

27.1.9 Failure to comply with cybersecurity and infrastructure security obligations, or failure to report significant security incidents in a timely manner, may result in regulatory directives, penalties, or suspension of license, as deemed appropriate by the Commission.

27.2 **Environmental Issues:**

27.2.1 The licensee shall ensure the use of energy efficient, environment friendly network equipment's (Green Telecom) and also ensure proper safety for health hazard issues near their earth station and customer premises equipment.

27.2.2 The licensee shall adhere to internationally recognized best practices for environmental sustainability. In accordance with national priorities and global standards, the licensee shall:

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

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

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(c) Implement E-Waste Management Practices – establish and maintain effective systems for the collection, disposal, recycling, and management of electronic and electrical waste in full compliance with applicable national e-waste regulations and prevailing rules/regulations/guidelines/directives of the Commission relevant to e-waste management; and

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

27.2.3 The licensee shall have the obligation to stop all types of radiation which are harmful to the environment and public health. The licensee shall follow the standard exposure limit as set by the Commission and shall comply with the directives/instructions/guidelines/decisions regarding health and environmental hazards issued by the Commission from time to time.

27.2.4 The licensee shall conduct its operations and shall establish its licensed System in a manner so that it is not hazardous and is not contravention of any relevant law, rule or regulation.

27.3 **Parental Control Guidance:**

27.3.1 Parental Controls for FTSP and District FTSP licensee is necessary to the Child Online Protection (COP) initiatives in order to establish the foundations for a safe and secure cyber world not only for today's children but also for future generations.

27.3.2 The licensee shall aware the subscribers that the internet can be harmful/misused by the underaged children. So, the parents shall have to take some preventive measures to control the use of internet of their children by the followings:

(a) Browser settings;

(b) Search engine settings;

(c) Operating system settings;

(d) Set controls directly with FTSP or District FTSP licensee and use security software to make things even safer.

27.3.3 All FTSPs and District FTSPs shall have the ability to provide its subscribers to use parental controls. This service shall be free of cost so that the subscribers can get a resource to take advantage of it, if they require.

27.3.4 The licensee shall have the ability to provide the following parental control services:

(a) Block websites;

(b) Block chat rooms;

(c) Block services like instant messaging;

(d) Filter out images and videos;

(e) View user activity;

(f) Get alerts if someone tried to change the settings;

(g) Managing settings options;

(h) Set time limits for internet use etc.

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28. NATIONAL EMERGENCIES AND FORCE MAJEURE

28.1 **Emergency Crisis Management:**

28.1.1 The licensee shall have an organized emergency crisis management team to take necessary action(s) to save telecom and other related infrastructure.

28.1.2 The licensee shall have obligation to send/transmit early warning message to its subscribers of disastrous/crisis areas as directed by the Commission.

28.1.3 The Commission may direct the licensee from time to time regarding emergency crisis management.

28.2 **Access to Emergency Services:** The licensee shall ensure that all its customers are able to contact emergency services, as defined by related government policies, without any charge at any time. The licensee shall comply with any other requirements of the Commission regarding emergency services.

28.3 **National Emergency:** The licensee shall facilitate and cooperate with all relevant government bodies, departments and official agencies for the provision of the services in the event of national emergency or in matters relating to national security.

28.4 **Force Majeure:** Notwithstanding anything to the contained in this license, if the licensee shall be rendered unable to carry out the whole or any part of its obligations under this license for any reason beyond the control of the licensee, including but not limited, to acts of God, strikes, war, riots, etc., then the performance of the obligations of the licensee as it is affected by such cause shall be excused during the continuance of any inability so caused provided that the licensee has taken all appropriate precautions and reasonable measures to fulfil its obligation and that it shall within 14 (fourteen) days of its first occurrence notify to the Commission the same and cause of such inability and its efforts to remove such cause and remedy it's consequences.

29. DISPUTE RESOLUTION

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

29.2 If any dispute arises between the licensees or between the licensees and subscribers, the parties shall first attempt to resolve the differences in an amicable manner. If a settlement is not reached, then the matter shall be referred to the Commission for resolution, and the decision of the Commission thereon shall be binding upon the parties.

30. FAIR BUSINESS AND FINANCIAL PRACTICES

30.1 **Code of Commercial Practice:**

30.1.1 The licensee shall publish a code of commercial practices approved by the Commission. The code of practice shall include, at a minimum provision covering the following issues:

(a) A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages;

(b) Protection of the privacy of information transmitted over the licensed System;

(c) Maintenance by licensee of the confidentiality of customer information;

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(d) Procedures for resolving disputes between licensee and customers;

(e) Availability to customers of information concerning their accounts with the licensee; and

(f) Commitment by the licensee to customers in respect of standard and quality of licensed services.

30.1.2 The Commission may also publish standard Code of Practice from time to time which shall be a binding on the licensee.

30.2 **Harassing, Offensive, Unsolicited or Unlawful Communication:** The licensee shall take all reasonable steps to track and locate and prevent the source of harassing, unsolicited, offensive, fraudulent or unlawful communication. For that purpose:

30.2.1 Any customer of the licensee may request (the Requesting Customer) the Commission or other duly authorized authority in Bangladesh to authorize the licensee to monitor calls to the Requesting customer's device;

30.2.2 The Commission or other duly authorized authority in Bangladesh may direct a licensee to monitor communication to and from a customer's device;

30.2.3 The licensee shall provide the Commission with the information resulting from the monitoring of the communication to and from a customer's device, including the identification number or details of the parties that are the source of harassing, offensive fraudulent or unlawful communication and the dates of occurrence of such calls and their frequency;

30.2.4 The Commission may direct the licensee to undertake appropriate action to protect the public from harassing, offensive, fraudulent or unlawful communication. Such direction may require the licensee to co-operate fully with and/or provide relevant information to such other parties identified as being competent authorities by the Commission in its direction; and

30.2.5 The licensee shall, at the request of the Commission, terminate service to any customer that is the source of harassing, offensive or illegal communication.

30.3 **Prohibition of Network Attacks and Malicious Activities:**

30.3.1 The licensee shall strictly refrain from initiating, facilitating, or participating in any activity that disrupts, degrades, or interferes with the operation of any other licensed telecommunication network or service, including but not limited to Distributed Denial of Service (DDoS) attacks, network intrusions, unauthorized access, or traffic manipulation.

30.3.2 Any such act shall be deemed a serious violation of the license terms and a severe offense under applicable laws and regulations. The Commission may impose penalties, suspension, or revocation of the license, in addition to any criminal or civil actions permissible under the prevailing laws of Bangladesh.

30.4 **Human Resources (HR)/Employment Regulation:**

30.4.1 The licensee shall submit their HR/Employment Services Regulation to the Commission within 6 (six) months of issuance of license. The Commission may seek information from time to time and issue instructions as per laws in this regard which shall be binding to all the licensees.

30.4.2 The licensee shall follow all prevailing labour laws of Bangladesh.

30.5 **Intellectual Property Rights (IPR):** The licensee shall not violate any Intellectual Property Rights of any person, body or associations and shall be held responsible for any such violation under the relevant laws of the land.

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30.6 **Franchising:**

30.6.1 The licensee shall be primarily and fully responsible for the development, operation, and management of all telecommunication services provided under this license. The licensee may, however, appoint franchisee, distributor, retailer or agents to carry out limited activities related to service distribution, customer management, or local access network deployment.

30.6.2 Any franchising arrangement shall be governed by a formal written agreement between the licensee and the franchisee, which shall clearly specify the scope of work, rights, obligations, technical standards, QoS parameters, revenue sharing arrangement, and compliance requirements consistent with the provisions of these Guidelines, the license and the relevant directives of the Commission.

30.6.3 The licensee shall submit to the Commission, within 15 (fifteen) days of execution of any franchise agreement:

(a) the executed franchising agreement;

(b) the list of franchisees, including ownership, address, and legal status; and

(c) a compliance statement confirming that the arrangement does not result in transfer, assignment, or sub-licensing of any rights under the license.

30.6.4 The licensee shall ensure that all franchisees operate strictly under the supervision and control of the licensee, and in full compliance with the technical, financial, data privacy, and security requirements prescribed by the Commission. The licensee shall remain wholly liable and accountable for any act, omission, or non-compliance by its franchisees.

30.6.5 The franchisee shall, according to these provisions, provide services authorized under the license only under the name, brand, or network of the licensee. However, the franchisee shall not use the name, brand, or network of the licensee for any unauthorized purpose, nor provide or resell services beyond the scope of authorization granted under the license.

30.6.6 The Commission reserves the right to inspect, audit, or revoke any franchising arrangement that is found to be in violation of these Guidelines, the license conditions, or any other applicable law or directive.

30.6.7 The Commission may, at its discretion, suspend or cancel the approval of any franchise arrangement or direct the licensee to terminate such agreement if it is deemed detrimental to service quality, consumer interest, or national security.

30.6.8 The licensee shall maintain a complete and updated register of all approved franchisees, which shall be made available to the Commission upon request.

30.6.9 These provisions of appointing franchisee, distributor, retailer or agents shall be applicable only to FTSP licensees. Districts FTSPs shall not be eligible to appoint any such franchisee, distributor, retailer or agents.

31. CONSUMER PROTECTION

31.1 The licensee shall prepare a customer charter of rights that sets out the minimum standards of service to the customers/subscribers of the licensee and gives guidance to the employees of the licensee in their dealings with customers and subscribers. This charter shall be prominently displayed at all premises of the licensee, and a copy shall be provided to customers upon request.

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31.2 The licensee shall publish information about the Services it provides in a form which is easily available to consumers. This shall cover inter alia a description of the Services, the pricing plans, terms and conditions, procedures for billing, bill enquiries, complaints, and all other relevant information relating to the provision of the Services and other telecommunications equipment.

31.3 The licensee shall inform subscribers of all its obligations under this Guideline and in particular highlight to its subscribers the licensee's obligations of confidentiality and specific use of information.

31.4 The licensee shall operate a consumer-friendly system which will allow subscribers to lodge complaints to the licensee in the event of a breach of any of the terms and conditions of these Guideline.

31.5 The licensee shall submit to the Commission and make publicly available at the end of the licensee's financial year or upon demanded by the Commission, a report indicating the number of complaints received from subscribers, the nature of such complaints and the steps taken by the licensee to address those complaints. The licensee shall prepare the report in a format prescribed or approved by the Commission.

31.6 In the event that the licensee intends to terminate all or part of the Services, the licensee shall notify the Commission in writing promptly and in any case at least 30 (thirty) days prior to the intended date of termination of the Service, and provide such information and assistance the Commission may require to ensure that the interests of its customers and the public are adequately safeguarded.

31.7 These Guidelines shall promptly attend the complaints of the subscriber and shall maintain records of complaints for 2 (two) years and their resolution and shall make those available for inspection by the Commission as and when necessary.

31.8 The licensee shall build up a management information system for customer services.

31.9 The licensee shall put into effect a mechanism to settle probable complaints, objections and disputes with the subscribers which shall be informed to the Commission.

31.10 Any decision of the Commission in respect to ensure the consumers' protection shall be binding on the FTSP and District FTSP license. The consumer charter shall provide commitments by the licensee to consumers in respect to the standard and quality of the licensed service. The licensee shall also establish and maintain substantial number of Consumer Complaint Centre/Customer Care Centre to provide quality services to its Customers/Subscribers as envisaged in Section 59 of the Act, 2001.

31.11 The licensee shall comply with the respective national privacy law and its other requirements required by the Act, the Rules, Regulations and Conditions issued by the commission or any competent authority.

32. VIOLATIONS OF THE LICENSE

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

33. AMENDMENTS AND DISCLAIMER

33.1 **Amendments:** Any fees/charges and any of the terms and conditions in the license can be amended, varied or revoked in accordance with the Section 39 of the Act. In case of

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amendment(s) proposed by the Government/Commission, notice will be served to the licensee informing the reasons for the proposed change. The Government will consider the reply of the licensee, opinion of the Commission and other issues which will be deemed necessary and shall inform the decision to either (a) rescind the amendments or (b) modify the amendments or (c) proceed with the proposed amendments. The licensee shall comply with all new terms and conditions.

33.2 **Disclaimer:** Questions or requests for clarification on the contents of this guideline may be raised. The Commission reserves the right not to reply to questions. However, to the extent that it does, it will publish/ reply the question and the answer in written or at the BTRC website www.btrc.gov.bd unless confidentiality has been requested.

34. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34.17 Unless repugnant to the context –

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

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

34.17.3 any expression in masculine gender shall denote both genders;

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

34.17.5 all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;

34.17.6 the term 'or' shall include 'and' but not vice versa;

34.17.7 any reference in these Guidelines to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;

34.17.8 references to Clauses, Sub-Clauses, Annexure, Appendix and Schedule of guidelines are to Clauses, Sub-Clauses, Annexure, Appendix and Schedule to this License, respectively.

34.18 Upon the entry into force of these Guidelines, existing regulatory and licensing Guidelines of ISP, IPTSP and PSTN shall be suppressed and shall stand repealed. Notwithstanding such repeal, licenses issued under those Guidelines shall remain valid and shall continue to operate until their validity in accordance with the terms and conditions of their respective licensing guidelines, subject to the provisions of the Policy.

34.19 These Guidelines shall be an integral part of the "Fixed Telecom Service Provider License" or "District Fixed Telecom Service Provider License", and "Radio

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Communications Apparatus License for Fixed Telecom Service Provider"; and vice-versa.

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APPENDIX-1

DEFINITIONS AND INTERPRETATIONS

Unless the context otherwise requires, the different terms and expressions used in these guidelines and the respective license shall have the following meaning assigned to them. The headings are given for the sake of convenience only and do not carry any special meaning. Definitions and interpretations not listed here shall bear the same meaning as contained in the Act and the Telecommunication Network and Licensing Policy, 2025.

1. **"Access Network"** means the network from any Radio Transceiver Station to end user's wireless device in case of fixed-wireless operation; and means the last mile connectivity through any type of cable from the nearest Point of Presence (PoP) of Transmission Service provider to the end user in case of wired operation.
2. **"Act"** means the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) as amended.
3. **"Applicable System"** means all the necessary engineering systems and equipment to provide fixed telecom services under the purview of FTSP/District FTSP license in Bangladesh as per technical, operational and qualitative requirements.
4. **"Application form"** means a form prescribed for applying for Fixed Telecom Service Provider (FTSP) or District Fixed Telecom Service Provider (District FTSP) License as annexed in Appendix-4 of these Guidelines.
5. **"Authorized Services"** means the categories of telecommunication and related services that the licensee is duly licensed and permitted to provide under the terms and conditions of its license.
6. **"Bank Guarantee"** means a financial instrument issued by a scheduled bank operating in Bangladesh, in favour of the Commission, as a form of security to ensure the licensee's compliance with the terms and conditions of the license, including but not limited to rollout obligations, payment of fees, performance requirements, and adherence to directives of the Commission.
7. **"Broadband"** means a high-speed internet access service having a minimum data transmission capacity or bandwidth threshold as may be determined and revised by the Commission from time to time, based on prevailing technological, economic, and policy considerations.
8. "**Call Detail Record (CDR)**" is generated by all types of switch and HUB in the form of binary or any other form of file that includes all types of records of outgoing and incoming calls such as caller and called party number, origin and destination of calls, call duration, calling time, location, etc.
9. **"Cellular Mobile Service Provider (CMSP)"** means the licensed telecommunications entities authorized to deliver services to end users based on cellular mobile technologies. This is one of the new license categories introduced in accordance with the Telecommunication Network and Licensing Policy, 2025.
10. **"Commission"** means the Bangladesh Telecommunication Regulatory Commission (BTRC) established under the Bangladesh Telecommunication Regulation Act, 2001.
11. **"Connection"** means the visible or invisible or logical linking of telecommunication network.
12. **"Data Service"** means point to point or point to multipoint high-speed data transmission.

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13. **"Deep Packet Inspection (DPI)"**is a form of computer network packet filtering that examines the data and/or header part of a packet as it passes an inspection point, searching for non-protocol compliance, viruses, spam, intrusions or predefined criteria to decide if the packet can pass or if it needs to be routed to a different destination, or for the purpose of collecting statistical information.

14. **"De-regulation"** means the services under the de-regulated category may be offered without a license.

15. **"District Fixed Telecommunication Service Provider" "District FTSP"** means a special category of Fixed Telecom Service Provider authorized to provide internet and data services within a designated District. This is one of the new license categories introduced in accordance with the Telecommunication Network and Licensing Policy, 2025.

16. **"End User"** means an individual/household/corporate entity intended to use internet and/or data services. Any other entity authorized by the Commission (for example: Cybercafé/VTS/Call Centre etc.) are also included in the definition of "End User" under the purview of these Guidelines and the corresponding license, provided that the licensee shall be subjected to make prior notification to the Commission for serving such authorized entity.

17. **"Fixed Telecom Service Provider (FTSP)"** means the licensed telecommunications entities authorized to deliver services to end users through wired or fixed-wireless technologies throughout Bangladesh in accordance with these Guidelines and the associated license. This is one of the new license categories introduced in accordance with the Telecommunication Network and Licensing Policy, 2025.

18. **"Fixed Wireless Access (FWA)"** means a telecommunications access network configuration that provides high-speed broadband or voice connectivity, whichever is permitted, to fixed premises (such as homes, offices, or institutions) using wireless radio technologies instead of traditional wired infrastructure. FWA systems establish a fixed point-to-point or point-to-multipoint connection between the subscriber premises and the network's base station or access node. Such connection at the customer premises shall remain fixed and not intended for nomadic or mobile use.

19. **"Government"** means the Government of the People's Republic of Bangladesh represented by the Ministry of Posts, Telecommunications and Information Technology.

20. **"Gross Revenue"** of a period for the purpose of revenue-share calculation means the total income arising out of ordinary course of the licensee's operations minus other operators' charges as well as charges (revenue shares) payable to third-party, i.e. VAS/CP operators in that period. For third-party VAS/CP revenue, the allowed deductions are charges (revenue shares) payable to third-party VAS/CP operators.

21. **"ILDTS Policy"** or **"International Long-Distance Telecommunications Services Policy"** means the policy framework issued by the Government in 2010, for the development, regulation, and management of international voice and data communication services within and from Bangladesh, further repealed by the Telecommunication Network and Licensing Policy, 2025.

22. **"Infrastructure"** means the complete set of physical, technical, and logical facilities, systems, and resources established, owned, operated, or managed by the licensee for the purpose of providing fixed telecommunication services in accordance with these Guidelines and the respective license.

23. **"Interconnection Exchange (ICX)"** means the switching systems, licensed under ILDTS Policy, authorized to provide interconnections among the telecommunication

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network of the licensed operators. This category of license shall be discontinued and deemed inoperative upon the expiry of all existing licenses issued under this category, and no further renewal or issuance of new licenses in this category shall be entertained thereafter.

24. **"International Connectivity Service Providers (ICSP)"** means the licensed telecommunications entities authorized for the provision of international connectivity and services. This is one of the new license categories introduced in accordance with the Telecommunication Network and Licensing Policy, 2025.

25. **"International Gateways (IGW)"** means the switching systems, licensed under ILDTS Policy, through which international voice traffic (VoIP and clear channel) is sent and received. This category of license shall be discontinued and deemed inoperative upon the expiry of all existing licenses issued under this category, and no further renewal or issuance of new licenses in this category shall be entertained thereafter.

26. **"International Internet Gateway (IIG)"** means the switching systems, licensed under ILDTS Policy, through which international data traffic is sent and received. This category of license shall be discontinued and deemed inoperative upon the expiry of all existing licenses issued under this category, and no further renewal or issuance of new licenses in this category shall be entertained thereafter.

27. **"Internet Protocol (IP) Address"** means a unique numerical identifier assigned to each device, interface, or endpoint participating in a network that uses the Internet Protocol for communication, enabling the identification, addressing, and routing of data packets across interconnected networks.

28. **"Internet Protocol Detail Record (IPDR)"** means a structured data record generated by a network element, system, or service platform that captures detailed information regarding the usage, characteristics, and attributes of IP-based communications or sessions carried over a telecommunication network.

29. **"Internet Protocol Version 4 (IPv4)"** means the fourth version and the first widely deployed version of the Internet Protocol used for identifying and routing data packets across networks, that forms the foundation of the modern internet. IPv4 employs a 32-bit address scheme, and is typically expressed in dotted decimal notation (for example, 192.168.0.1).

30. **"Internet Protocol Version 6 (IPv6)"** means the sixth version of the Internet Protocol, designed to replace IPv4 by providing a vastly larger address space and enhanced functionality. IPv6 employs a 128-bit address scheme, and is typically represented in colon-separated hexadecimal notation (for example, 2001:0db8::1).

31. **"IP Telephony"** means a telecommunication service that enables the origination, transmission, and termination of voice or voice-equivalent communication using Internet Protocol (IP) over packet-switched networks, including private managed networks or the public internet.

32. **"Last Mile Connectivity"** means the segment of a telecommunications network that provides the physical or wireless connection between the licensee's network access point (such as the distribution node, local exchange, optical line terminal, or equivalent aggregation point) and the end user's premises, equipment, or terminal device. The length of this last mile connection, for the purposes of these Guidelines, shall be limited to the minimum feasible distance required to connect the end user from the nearest PoP located within the same ward (in urban areas) or union (in rural areas) as the end user, or from any immediately adjacent ward (in urban areas) or union (in rural areas), ensuring efficient network design and avoidance of cross-boundary service extensions.

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33. **"Lawful Interception (LI)"** means the process by which the licensee, in accordance with the applicable laws, regulations, and directives of the Government of Bangladesh and the Commission, provides authorized law enforcement and national security agencies with access to telecommunications data, content, or related information for the purpose of investigation, intelligence, or national security.

34. **"Lease"** means to provide authority to other authorized entity for using telecommunication transmission facilities for telecommunication purpose in consideration for a rental.

35. **"Leased Line"** means a dedicated and continuously available point-to-point telecommunications connection established by the licensee for the exclusive use of an authorized individual subscriber or entity, enabling the transmission of voice, data, or video traffic with assured quality, bandwidth, and service availability as prescribed by the Commission.

36. **"License"** means an authorization issued by the Commission under Section 36 of the Act, and Regulations issued by the Commission for establishing, operating, and maintaining fixed telecommunication system/networks in Bangladesh.

37. **"Licensee"** or **"Operator"** means an entity that has been permitted and awarded with a license to establish, operate, and maintain fixed telecommunication networks in Bangladesh and is permitted to provide authorized services.

38. **"Media Access Control (MAC) Address"** means a unique hardware identifier assigned to the network interface card (NIC) or interface of a device that connects to a network, used for identifying and controlling communication at the data link layer (Layer 2) of the OSI model.

39. **"National Infrastructure and Connectivity Service Provider (NICSP)"** means the licensed telecommunications entities authorized to provide telecommunications infrastructure and transmission network services. This is one of the new license categories introduced in accordance with the Telecommunication Network and Licensing Policy, 2025.

40. **"National Internet Exchange (NIX)"** means the switching systems, licensed under ILDTS Policy, through which all domestic internet data communication will be routed to minimize uses of international bandwidth. This category of license shall be discontinued and deemed inoperative upon the expiry of all existing licenses issued under this category, and no further renewal or issuance of new licenses in this category shall be entertained thereafter.

41. **"Network Operation Centre (NOC)"** means a centralized facility established and maintained by the licensee for the supervision, control, monitoring, and management of its telecommunication network and associated systems to ensure continuous, reliable, and secure operation of services.

42. **"Operation and Maintenance (O&M)"** means the set of technical, administrative, and procedural activities carried out by the licensee to ensure the proper functioning, reliability, availability, and performance of its telecommunication network, systems, and services throughout their lifecycle.

43. **"Parental Control"** refers to a set of features, tools, or mechanisms provided by the licensee that enable subscribers (particularly parents, guardians, or authorized account holders) to monitor, manage, and restrict access to specific types of online content, applications, or services that may be inappropriate for minors or certain user groups.

44. **"Point of Presence (PoP)"** means a physical location, facility, or network node established and operated by the licensee for the purpose of providing access to its

telecommunication network and services. A PoP serves as an interconnection, distribution, or service delivery point where the licensee's backbone or core network connects to access networks, customer premises equipment, or networks of other licensed operators.

45. **"Public Switched Telephone Network (PSTN)"** means the licensed entities authorized to provide public voice telephony services, enabling users to originate, route, and terminate voice calls through a network of switching exchanges, transmission facilities, and subscriber access lines. This category of license shall be discontinued and deemed inoperative upon the expiry of all existing licenses issued under this category, and no further renewal or issuance of new licenses in this category shall be entertained thereafter.

46. **"Quality of Service (QoS)"** means the totality of characteristics of a telecommunications service provided by the licensee, which determine its ability to satisfy both explicit and implicit requirements of end users and meet regulatory expectations of the Commission.

47. **"Quarter"** means a period of three months of the Gregorian calendar year.

48. **"Regulation"** means regulations made or to be made in the future by the Commission in accordance with the Act.

49. **"Rules"** means all or any rules issued from time to time by the Government in accordance with the Act.

50. **"Significant Market Power (SMP)"** means a position of economic strength enjoyed by any licensee that enables it to behave, to an appreciable extent, independently of competitors, customers, and ultimately consumers within a relevant telecommunications market.

51. **"Simple Network Management Protocol (SNMP)"** means a standardized network management protocol used for monitoring, managing, and controlling network devices and systems such as routers, switches, servers, and gateways, within an IP-based telecommunication network.

52. **"Social Obligation Fund (SOF)"** means the fund defined in the Act including any Rules/Regulations/Guidelines issued by the Government/the Commission from time to time.

53. "**Subscriber"** means any person or legal entity that avails the service from the licensee.

54. **"System"** means any fixed telecommunication network/system that is established, operated and maintained in Bangladesh in accordance with these Guidelines and the license awarded thereof.

55. "**Tariff**" means rates, charges payable by a subscriber/party for service provided and related conditions at which telecommunication services may be provided including rates and related conditions at which data/messages shall be transmitted, deposits, installation fees, rentals, free calls, usages charges and any other related fees or service charge.

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

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

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

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59. **"Terminal/User Equipment"** means equipment which is directly or indirectly connected to any Network Termination Point and which is used directly by users in order to access Telecommunications Services.

60. **"Transaction Detail Record (TDR)"** means a structured electronic record automatically generated by a telecommunication system or service platform that captures detailed information relating to an individual communication session, service usage, or transaction event conducted over the licensee's network.

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APPENDIX-2

LIST OF ABBREVIATIONS

1.	BB	Bangladesh Bank
2.	BDT	Bangladeshi Taka
3.	BG	Bank Guarantee
4.	BIDA	Bangladesh Investment Development Authority
5.	BSEC	Bangladesh Securities and Exchange Commission
6.	BTRA	Bangladesh Telecommunication Regulation Act, 2001 (as amended)
7.	BTRC	Bangladesh Telecommunication Regulatory Commission
8.	CCTV	Closed-Circuit Television
9.	CDR	Call Detail Record
10.	CII	Critical Information Infrastructure
11.	CIRT	Cyber Incident Response Team
12.	CMSP	Cellular Mobile Service Provider
13.	COP	Child Online Protection
14.	CSR	Corporate Social Responsibilities
15.	DDoS	Distributed Denial of Service
16.	DPI	Deep Packet Inspection
17.	ETSI	European Telecommunications Standards Institute
18.	FDI	Foreign Direct Investment
19.	FRND	Fair, Reasonable, and Non-Discriminatory
20.	FTP	File Transfer Protocol
21.	FTSP	Fixed Telecom Service Provider
22.	FWA	Fixed Wireless Access
23.	GATS	General Agreement on Trade in Services
24.	GDPR	General Data Protection Regulation
25.	GSMA	Global System for Mobile Communications Association
26.	GSO	Geosynchronous Orbit
27.	HR	Human Resources
28.	ICSP	International Connectivity Service Provider
29.	ICX	Interconnection Exchange
30.	IFRS	International Financial Reporting Standards
31.	IGW	International Gateway
32.	IIG	International Internet Gateway
33.	IMT	International Mobile Telecommunications
34.	IoT	Internet of Things
35.	IP	Internet Protocol
36.	IP-TV	Internet Protocol Television
37.	IPDR	Internet Protocol Detail Record
38.	IPO	Initial Public Offer
39.	IPR	Intellectual Property Rights
40.	IPTSP	Internet Protocol Telephony Service Provider
41.	IPv4	Internet Protocol version 4
42.	IPv6	Internet Protocol version 6
43.	ISM	Industrial, Scientific, and Medical

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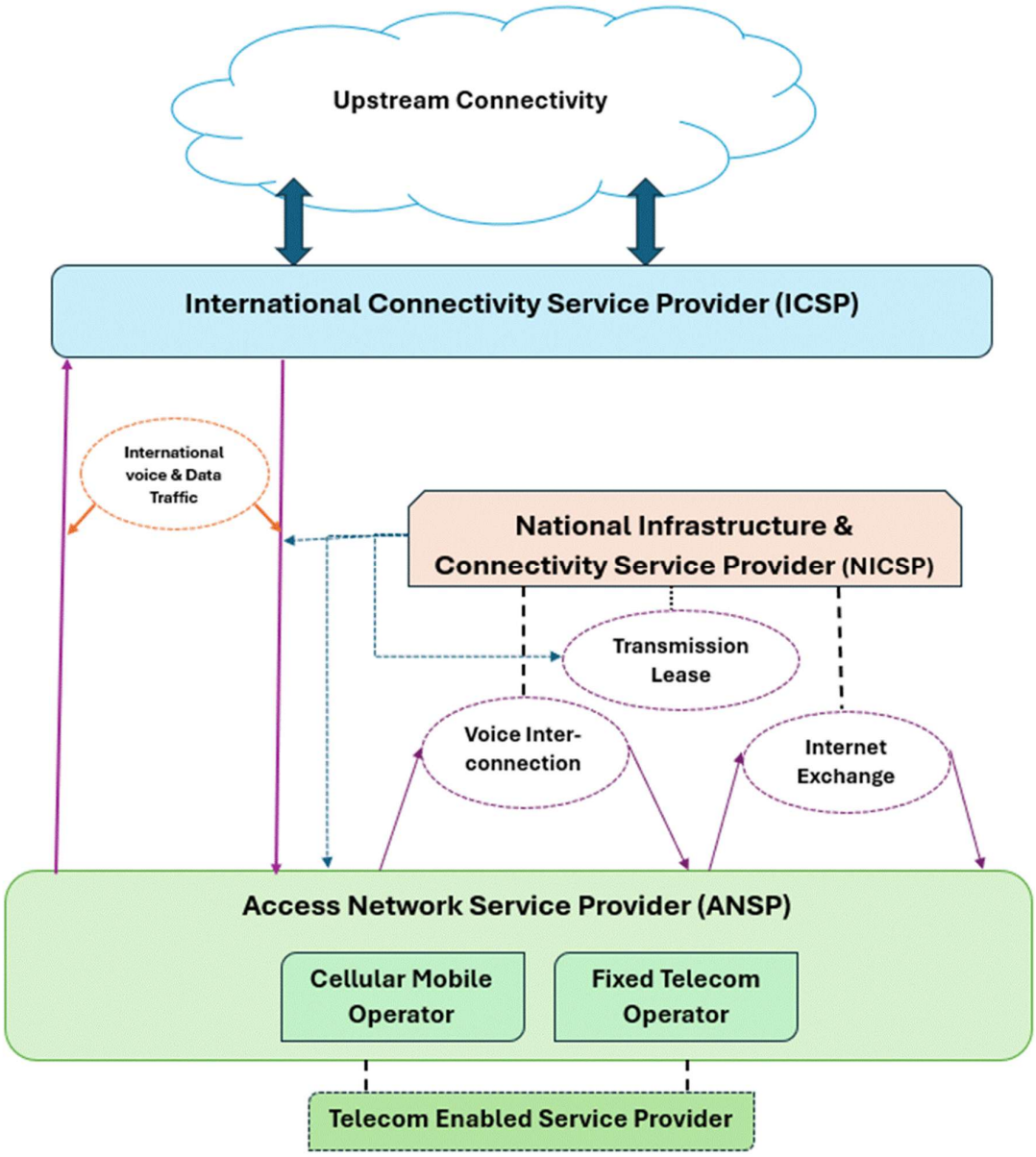
44.	ISP	Internet Service Provider
45.	ITU	International Telecommunication Union
46.	ITU-T	ITU Telecommunication Standardization Sector
47.	KPIs	Key Performance Indicators
48.	LEA	Law Enforcement Agencies
49.	LI	Lawful Interception
50.	MAC	Media Access Control
51.	NCSA	National Cyber Security Agency
52.	NDGIA	National Data Governance & Interoperability Authority
53.	NFAT	National Frequency Allocation Table
54.	NGSO	Non-Geostationary Satellite Orbit
55.	NICSP	National Infrastructure and Connectivity Service Provider
56.	NIX	National Internet Exchange
57.	NOC	Network Operations Centre
58.	PDPO	Personal Data Protection Ordinance (proposed)
59.	PoP	Point of Presence
60.	PSTN	Public Switched Telephone Network
61.	QoS	Quality of Service
62.	SMEs	Small and Medium-sized Enterprises
63.	SMP	Significant Market Power
64.	SMS	Short Message Service
65.	SNMP	Simple Network Management Protocol
66.	SOC	Security Operations Centre
67.	SOF	Social Obligation Fund
68.	TDR	Transaction Detailed Record
69.	VAS	Value Added Services
70.	VAT	Value Added Tax
71.	VoD	Video of Demand

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APPENDIX-3

NETWORK TOPOLOGY AND CONNECTIVITY SCENARIO

The following figure illustrates the network topology set forth in the Telecommunication Network and Licensing Policy, 2025.



APPENDIX-4

LICENSE AWARDING PROCESS (EVALUATION PROCESS)

To ensure a fair, transparent, and merit-based selection process, all applications for the Fixed Telecom Service Provider (FTSP) and District FTSP license shall be evaluated and scored by the evaluation committee according to the following weighted criteria. Applicants must achieve a minimum qualifying score of 70% to be considered for license award.

Evaluation Criteria: **Technical and Operational Readiness**			
Sl.	**Sub-Criteria**	**Description**	**Marks**
1.	Network Design and Architecture	Quality, scalability, and reliability of proposed fixed telecom network design (core, access, PoP layout, redundancy, interoperability).	10
2.	Technical Resources and Human Expertise	Availability of skilled personnel with experience in telecom network operation, cybersecurity, and maintenance.	5
3.	Network Operation Centre (NOC) & O&M Plan	Existence or readiness of NOC, monitoring systems, and operation & maintenance framework.	5
4.	Interoperability and Compliance	Compliance with interoperability, lawful interception, data protection, and technical standards prescribed by the Commission.	5
5.	Rollout Plan	Clarity and feasibility of proposed rollout plan for urban, rural, and underserved regions.	5
Evaluation Criteria: **Financial Capacity and Sustainability**			
Sl.	**Sub-Criteria**	**Description**	**Marks**
6.	Paid-up Capital and Net Worth	Financial strength as evidenced by paid-up capital and net worth meeting or exceeding BTRC thresholds.	8
7.	Financial Solvency and Liquidity	Demonstrated liquidity, bank solvency, and absence of overdue liabilities.	5
8.	Financial Projection and Business Plan	Realistic and sustainable business plan certified by a Chartered Accountant, consistent with rollout obligations.	7
9.	Bank Guarantee and Investment Commitment	Ability to provide bank guarantee and mobilize funds for infrastructure deployment.	5
Evaluation Criteria: **Regulatory and Legal Compliance**			
Sl.	**Sub-Criteria**	**Description**	**Marks**
10.	Submission of Applications	Submission of applications for the license in the prescribed form, duly filled and signed, along with all required documents and applicable fees in the manner specified by the Commission.	5
11.	Legal Standing and Incorporation	Valid incorporation under the Companies Act, 1994, and compliance with RJSC and trade licensing requirements.	5
12.	Regulatory Track Record	No prior license cancellation, regulatory penalty, or ongoing telecom-related litigation.	5
13.	Declarations and Undertakings	Submission of required declarations, affidavits, and undertakings on non-judicial stamp paper.	5

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14.	Adherence to Policy and Guidelines	Demonstrated understanding of and commitment to comply with the Telecommunications Network and Licensing Policy 2025 and these Guidelines.	5
Evaluation Criteria: **Management Competence and Governance**			
Sl.	**Sub-Criteria**	**Description**	**Marks**
15.	Experience of Directors and Key Management Personnel	Relevant professional experience in telecom, ICT, or infrastructure sectors.	5
16.	Ownership Structure and Transparency	Clear and compliant ownership, free from conflict of interest or cross-holding with other licensees.	5
Evaluation Criteria: **Rollout and Service Expansion Plan**			
Sl.	**Sub-Criteria**	**Description**	**Marks**
17.	Coverage and Timelines	Realistic rollout schedule covering urban, rural, and underserved areas.	4
18.	Rollout Obligations	Alignment with the rollout obligations specified in these Guidelines	3
19.	Innovation and Value Addition	Introduction of innovative technologies, digital inclusion efforts, or local infrastructure development initiatives.	3

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APPENDIX-5

Bangladesh Telecommunication Regulatory Commission

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

Application Form for Fixed Telecom Service Provider (FTSP) and District Fixed Telecom Service Provider (District FTSP) License

Type of Application (Tick Appropriate)	**Type of License Applied For** (Tick Appropriate)
☐ **New License** ☐ **Migration** ☐ **Renewal of License**	☐ **FTSP License** ☐ **District FTSP License** [District: _____]

Information Regarding Applicant Company/Organization

1. Name of Applicant/Company: _____

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

   Police Station: _____ District: _____

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

   Police Station: _____ District: _____

4. Mobile No: _____ 5. Email: _____

6. Website: _____

Information of Authorized Signatory and Contact Person

1. Name: _____

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

   Police Station: _____ District: _____

3. Mobile No: _____ 4. Email: _____

5. National ID: _____ 6. Passport No.: _____

7. Nationality: _____ 8. Gender: _____

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

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

1. Name: _____

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

Police Station: _____ District: _____

3. Mobile No: _____ 4. Email: _____

5. National ID: _____ 6. Passport No.: _____

B. Information of CEO/CTO of the Company:

1. Name: _____

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

Police Station: _____ District: _____

3. Mobile No: _____ 4. Email: _____

5. National ID: _____ 6. Passport No.: _____

C. Information of Chairman of the Company:

1. Name: _____

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

Police Station: _____ District: _____

3. Mobile No: _____ 4. Email: _____

5. National ID: _____ 6. Passport No.: _____

Details of Existing License (For Renewal/Migration Application)

Sl.	Categories of Existing License	Date of Expiry	Number of Subscribers	Covered Area
1.	☐ PSTN			
2.	☐ Nationwide ISP			
3.	☐ Divisional ISP			
4.	☐ District ISP			
5.	☐ Upazila ISP			
6.	☐ Thana ISP			
7.	☐ IPTSP			
8.	☐ Other:.....			

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Documents to be Enclosed with the Application

Sl.	Description of Document	
1.	Application in letterhead pad	
	Application Form duly filled in (in accordance with Appendix-5 of the Guidelines)	
	Name, date and address of incorporation according to Joint Stock Companies and Firms (RJSC) (for partnership firm/limited company)	
	Business address and registered office address and telephone number, facsimile number, e-mail and website details.	
2.	Company information:	
	A.	Certificate of Incorporation/registration (for limited company)
	B.	Memorandum and Articles of Association (for limited company)
	C.	Latest Form XII and Schedule-X
	D.	List of directors with details of their shareholdings including equity/ownership (for partnership firm/limited company)
	E.	Latest audit report
	F.	National Identity Card (for Bangladeshi nationals)/Passport No. (for foreign nationals) and other antecedents of the Directors and authorized representatives of the company
	G.	CV with photograph of each owner/partner/director/shareholder/proprietor
	H.	Bank solvency certificate of all the owner/partner/director/shareholder/proprietor
	I.	Latest income tax return of each owner/partner/director/shareholder/proprietor
	J.	Details of foreign shareholder (if any)
3.	Relevant fees in the form of Pay Order/Bank Draft (duly received by BTRC)	
4.	Authorized signatory approved by Board of Directors' resolution	
5.	Brief description of telecommunications qualifications and experience of the Applicant, its key management personnel, and its shareholders (for partnership firm/limited company)	
6.	Detailed financial projection and business plan (to be consistent with the rollout obligations of these Guidelines and certified by a chartered accountant)	
7.	Detailed technical plan including network diagram	
8.	Rollout and expansion plan covering urban, rural, and underserved regions (to be consistent and aligned with the rollout obligations of these Guidelines)	
9.	Source of fund	
10.	Bank solvency certificate of the Applicant/Organization and liquidity (to be consistent with the rollout obligations of these Guidelines and supported by audited financial statements and/or valid bank certifications)	
11.	Bank statements for last six months	
12.	Updated trade license	
13.	Updated house-rent agreement/ownership deed	
14.	Description of existing business	
15.	Declaration/Undertaking on non-judicial stamp of Tk. 300/- sworn before the notary public of Bangladesh (in accordance with Appendix-6 of the Guidelines)	
16.	TIN certificate	
17.	Updated income tax clearance certificate	
18.	BIN certificate/VAT registration (if applicable)	
19.	Information with relevant documents regarding the amount of VAT that the entity has deposited to the Government fund last year	
20.	A photocopy of the existing license (for migrating and renewal applications)	
21.	Clean compliance record with respect to payment of regulatory fees, revenue sharing, and reporting obligations (for migrating and renewal applications)	

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Payment Details

1. Type of Payment: ☐ Pay Order (P.O.) ☐ Bank Draft/D.D. ☐ Online

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

3. Name of the Bank: _____

Declaration

1. Has any Application for license ever been rejected before?
   ☐ No ☐ Yes (please give date of application and reasons for rejection)

2. Has a license previously held by the Applicant, any Shareholder, or any Partner ever been cancelled?
   ☐ No ☐ Yes (please give details)

3. Does the applicant have any previous dues outstanding to the BTRC?
   ☐ No ☐ Yes (please give details)

4. Does the Applicant, any Shareholder of the Applicant, or any Partner in the Applicant hold any other operator licenses issued by the Commission?
   ☐ No ☐ Yes (please give details)

5. Is there any pending litigation that was either initiated by shareholders or proprietors, or filed by the BTRC?
   ☐ No ☐ Yes (please give details)

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

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

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

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

Date: .....
Place: .....

Signature	Full Name	Seal

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Note:

- The licensee shall have to apply before 180 (one hundred and eighty) days of the expiration of duration of its license or else the license shall be cancelled as per law and penal action shall follow, if the licensee continues its business thereafter without valid license. The late fees/fines shall be recoverable under the Public Demand Recovery Act, 1913 (PDR Act, 1913) if the licensee fails to submit the fees and charges to the Commission in due time.
- Application without the submission of complete documents and information will not be accepted.
- Fees and charges are not refundable.
- The Commission is entitled to change this, from time to time, if necessary.
- Updated documents shall have to be submitted during application.
- Submitted documents shall be duly sealed and signed by the applicant.

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APPENDIX-6

GENERIC FORM OF
DECLARATION/UNDERTAKING

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 the People's Republic of Bangladesh.

2. That personally, and as _____ for and on behalf
(Official Capacity)
of the Applicant, he/she hereby certifies:

a) That all statements made in the Applicant's application for a License to establish, maintain and operate Fixed Telecom Service Provide network and in the required attachments to that application are true and correct;

b) That this certification is made for the expressed purpose of an application by _____(name) _____ for a FTSP (or District FTSP) License from the Bangladesh Telecommunication Regulatory Commission;

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

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

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(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, and a period of 5 (five) years has not elapsed since his release from such imprisonment;

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

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

(v) has not been identified or declared by the Bangladesh Bank, by the court or by a bank or financial institution as a loan defaulter of that bank or institution;

(vi) is eligible under Clause No 7 of the Guidelines hereto;

(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) does not have any outstanding dues to the Commission;

(x) is/are not a Bank Defaulter;

(xi) has not been convicted of any violation of the Act or any license condition;

(xii) shall comply with provisions of Bangladesh Telecommunication Regulation Act, 2001 and all rules, regulations, directives and notices issued by the Commission; and

(xiii) is undertaking that neither the proprietor nor its partner/shareholder is barred by section 36(3) of the Bangladesh Telecommunication Regulation Act, 2001 and the Proprietor and/or its partner/shareholder(s) is/are eligible to get the 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) shall not engage thyself in providing any kind of unlawful or unauthorized services to anyone whatsoever.

f) 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) shall not be a license holder of CMSP/ICSP/NICSP licenses.

g) 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) will operate in accordance with and compliance to all rules and regulations as per telecommunication law of Bangladesh.

h) 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) is financially solvent to operate the business.

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If any violation/deviation found in this regard I/we shall be liable. This undertaking/declaration is made in sound mind before the Notary public, and l/we also declare that all the information and date describe in this undertaking/declaration affidavit are true and correct as per my/our knowledge and believe.

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 Authorized Representative/Attorney/Proprietor

as or on behalf of the Applicant

Witnesses

1. _____ 2. _____

Subscribed and sworn before me

this _____ day of _____ 20 ____ at _____.

_____

Notary Public

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APPENDIX-7

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

Will be drafted later.

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APPENDIX-8

GENERIC FORM OF FTSP LICENSE

Will be drafted later.

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APPENDIX-9

GENERIC FORM OF DISTRICT FTSP LICENSE

Will be drafted later.

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APPENDIX-10

GENERIC FORM OF
RADIO COMMUNICATIONS APPARATUS LICENSE FOR FTSP LICENSE

Will be drafted later.

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