



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

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

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REGULATORY AND LICENSING GUIDELINES

FOR

ISSUING LICENSE

FOR

INTERNATIONAL CONNECTIVITY SERVICE PROVIDER (ICSP)

IN

BANGLADESH



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1 INTRODUCTION

- 1.1 The Bangladesh Telecommunication Regulatory Commission (the “Commission”) is empowered under section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001), 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 With the ongoing convergence of voice and data services, maintaining a separation between connectivity and service at the international connectivity and interconnection layers is becoming outdated and counterproductive.
- 1.3 Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue Guidelines on Licensing procedure to build, operate and maintain International Connectivity Systems in Bangladesh as envisaged in the Telecommunications Network and Licensing Policy, 2025.
- 1.4 These Guidelines establish the licensing framework for International Connectivity Service Provider (ICSP) to support a modern, technology-neutral international layer of Bangladesh’s telecommunications ecosystem, aligned with the Telecommunications Network and Licensing Policy, 2025.
- 1.5 These Guidelines, along with the terms and conditions of the Licenses, should be read in conjunction with the Act, any subsequent legislation, and prevalent laws or sector policies framed by the Government, and other rules, regulations, decrees, orders, decisions, guidelines, directives and documents of general application issued by the Government or the Commission from time to time.
- 1.6 These Guidelines may be withdrawn, revised, updated or amended from time to time, without any prior notice, to take into consideration various factors including, but not limited to, any threat to public health, national security and statute or Court orders. These Guidelines are available on the official website of the Commission (www.btrc.gov.bd).

2 INTERPRETATIONS AND DEFINITIONS

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

3 TITLE

- 3.1 These Guidelines are to be termed as “Regulatory and Licensing Guidelines for International Connectivity Service Provider”.
- 3.2 Licenses issued in accordance with these Guidelines are to be termed as “**International Connectivity Service Provider License**”.

4 OBJECTIVES

- 4.1 These Guidelines are intended to provide an overview of the licensing and regulatory framework for applicant(s) seeking to obtain ICSP license in Bangladesh.
- 4.2 These Guidelines have been prepared taking into account the objective of the Government to expand and diversify international bandwidth, increase redundancy, and reduce single-point dependencies to enhance national resilience and digital sovereignty.
- 4.3 License to be issued under these Guidelines will authorize the licensee to build, operate and maintain both facility-based and non-facility-based international connectivity and provide associated services (e.g., IP transit, international voice/SMS routing, carrier contracts, peering, etc.).
- 4.4 Issuance of ICSP license shall enable integration of emerging services, providing a flexible and adaptive framework that aligns with the evolving needs of the telecommunications sector, digital services sector, that favors evolving architecture of Digital Public Infrastructure.
- 4.5 These Guidelines aim to safeguard national security and lawful operations by mandating compliance with applicable requirements on cybersecurity, lawful interception, data handling, and network integrity, while upholding proportionality and technology neutrality.
- 4.6 These Guidelines establish a clear framework for the merger, acquisition, and consolidation of existing licensees operating in the international connectivity layer into the ICSP licensing regime, including principles for eligibility, approval, timelines, treatment of outstanding dues and obligations, transfer or migration of network assets and contractual rights, continuity of service to customers, and alignment with applicable competition and corporate laws.

5 LEGAL REFERENCES

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

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

- (ii) The Wireless Telegraphy Act, 1933 (Act No. XVII of 1933) and The Telegraph Act, 1885 (Act No. XLI of 1885), for matters that are not covered by the Bangladesh Telecommunication Regulation Act. 2001.
- (iii) Any Rules/ Regulation/ Directives/ Instructions/ Directions/ Decisions made by the Commission.

6 NUMBER OF LICENSE

Considering the market need, competitiveness, connectivity requirements and smooth operation the Commission may decide the number of ICSP License(s) from time to time.

7 DURATION AND RENEWAL OF LICENSE

- 7.1** Unless otherwise cancelled earlier, this License shall be valid for 20 (twenty) years ("initial term") from the date of issuance of the license, subject to the payment of annual license fees, revenue sharing, other fees and charges and compliance with the conditions laid down under the license and guidelines.
- 7.2** Upon expiry of the initial term, the License may be renewed for subsequent terms for 15 (fifteen) years, subject to the approval from the Commission and to such conditions, including the payment of any fees, as may be specified herein or by the Commission under the Act. The Commission may issue separate guidelines/directives/instructions regarding license renewal procedure and fees.

8 ELIGIBILITY

- 8.1** The Commission invites offers/proposals from Bangladeshi entities registered in RJSC or joint venture companies with Bangladeshi partners registered in RJSC, or Bangladeshi entities registered in RJSC joint venture with overseas companies having considerable experience for granting license to establish, maintain and operate such system for the use in Bangladesh
- 8.2** A legal entity shall be eligible to hold only 01 (one) ICSP License at any given time. This restriction shall extend to all shareholders and owners of the applicant entity. Accordingly, where any shareholder or partner or owner of an applicant entity already possesses ownership in another entity holding an ICSP License, the applicant shall be deemed ineligible to obtain a new ICSP License.
- 8.3** An applicant shall be ineligible for an ICSP License if the applicant themselves, or any of its owners, partners, or shareholders, holds stake in any other entity licensed by the Commission under the FTSP, CMSP, NICSP, or NTNNSP categories.

8.4 Where any shareholder of an applicant for an ICSP License holds a share in any other telecommunications license issued by the Commission, the issuance of the new license shall be conditional upon the submission of a Divestment Undertaking. The Divestment Undertaking shall be a formal commitment, executed by the shareholder concerned and the applicant company, stipulating that the shareholder will transfer all shares in the pre-existing licensed entity to a Commission-approved transferee. The divestment process must be fully completed, with all necessary transfers registered, within six (6) months from the effective date of the new ICSP License.

8.5 Foreign entities (with Bangladeshi partners) must be registered with the respective Registrar of Joint Stock Companies and Firms or equivalent entities as well as with the concerned chamber of commerce and industries or equivalent, in those countries.

8.6 Foreign entities, when involved, shall not hold more than forty nine percent (49%) equity in an ICSP License. The foreign partner shall invest in foreign currency directly equal to his percentage of ownership and no bank loan from any Bangladeshi Scheduled Bank/ Financial Institution/ Leasing Company can be raised for the foreign part of the investment.

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

8.8 Applicant shall demonstrate adequate financial capacity to provide service as stated under scope of the license as well as to meet the specified rollout obligations. In addition to that the applicant shall provide necessary documents along with investment commitment as stated in APPENDIX-II.

8.9 Although an applicant or its shareholders or partners currently holding IGW and/or IIG license may apply for ICSP license, ICSP license to such entities, if approved, will be issued only after surrendering all these licenses. If the applicant or its shareholders or partners hold licenses other than IGW and IIG license, they have to surrender those licenses before submission of application for ICSP license.

8.10 DISQUALIFICATIONS:

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

- i. he is an insane person;
- ii. he has been sentenced by a court under any law, other than this Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;

- iii. he has been sentenced by a court for committing of any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- iv. he has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- v. he has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
- vi. his license has been cancelled by the Commission at any time during the last 5 (five) years;
- vii. he is convicted by the court for any violation of the Act.

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

- i. Any new applicant for ICSP license having financial dues to BTRC or to any other licensee shall not be eligible to apply.
- ii. Inaccuracy or misrepresentation of any facts in any part of the Application which is mala fide;
- iii. Illegal conduct, disruption during the evaluation, or indulgence in improper attempts to influence the outcome, or delay the process;
- iv. Any "corrupt practice" meaning the offering, giving, receiving or soliciting of anything of value to influence a public official in relation to evaluation process;
- v. Any fraudulent practice or misrepresentation of facts in order to influence the results of the evaluation process established by the guidelines.

9 SCOPE OF THE LICENSE

9.1 ICSP licensee shall connect ANSPs with international leased circuits for all forms of international services, including voice, SMS, data, and internet services.

9.2 In addition to leased circuits, ICSP licensees may offer other international services, such as IP Transit, voice call and SMS routing, carrier contracts and international peering services etc. to ANSPs.

9.3 ICSP shall sell or lease capacity to the followings, within the framework of the Licensing Guidelines:

- i. Authorized IPLC/ MPLS Users.
- ii. Any other operator/ user authorized by the Commission

9.4 The ICSP may offer any other service as may be approved by the Commission from time to time. The Commission may impose necessary terms and conditions for approving any other services to be provided under the ICSP license.

10 LICENSE AWARDING PROCESS

10.1 LICENSE AWARDING PROCESS

- 10.1.1 The License will be awarded through an evaluation process. The Commission will form an Evaluation Committee to evaluate the applications/offers/proposals of the applicant(s) for ICSP license. The Evaluation Criteria is attached in APPENDIX-II.
- 10.1.2 The Commission reserves the right and authority either to accept or to reject any application at any time without assigning any reason whatsoever.

10.2 SUBMISSION OF APPLICATION

- 10.2.1 The applicant shall submit Application/offer/proposal for ICSP License to the Commission in the prescribed Form duly filled-in, signed and sealed, together/along with all other necessary attested documents and information indicated in the prescribed format as appended in APPENDIX-I, APPENDIX-II, APPENDIX-III.
- 10.2.2 The applicant shall submit non-refundable application/processing fees of BDT Five Lakh (excluding VAT) payable in Favor of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh.
- 10.2.3 The applicant shall submit 2 (two) copies of its application with all relevant documents of which 1 (one) shall be original. The applicant(s) shall also submit soft copy of all the documents in portable/removable drive with non-scanned and/or scanned format to the Commission.
- 10.2.4 The Commission reserves the right and authority to reject the application if it is found that the application has been submitted without complying with the conditions of these guidelines or any information or documents provided with the application is untrue, inaccurate, incomplete or unacceptable for any reasonable cause.

10.3 APPLICATION EVALUATION

- 10.3.1 The evaluation of the offers/proposals shall be carried out in conformity with the provisions of APPENDIX-II having total 100 marks.
- 10.3.2 The ICSP License Evaluation Committee will evaluate the applications/offers on the basis of the documents/information submitted by the applicant(s). After evaluation of the applications submitted, the committee will prepare a report along with a list of successful applicants based on their obtained marks.
- 10.3.3 The Commission reserves the right and authority either to accept or to reject any application at any time without assigning any reason whatsoever.



11 MIGRATION OF EXISTING LICENSEES

11.1 Existing Submarine Cable and International Terrestrial Cable licensees shall submit application along with necessary documents and information as stated in clause 10.2 of this guideline to migrate to the ICSP license. An applicant shall be ineligible for an ICSP License if the applicant themselves, or any of its owners, partners, or shareholders, holds direct or indirect stake in any other entity licensed by the Commission under the FTSP, District FTSP, CMSP, NICSP, or NTNSP categories. Where any shareholder of an applicant for an ICSP License holds a share in any other telecommunications license issued by the Commission, the issuance of the new license shall be conditional upon the submission of a Divestment Undertaking. The Divestment Undertaking shall be a formal commitment, executed by the shareholder concerned and the applicant company, stipulating that the shareholder will transfer all shares in the pre-existing licensed entity to a Commission-approved transferee. The divestment process must be fully completed, with all necessary transfers registered, within six (6) months from the effective date of the new ICSP License.

11.2 Any existing Submarine Cable or International Terrestrial Cable licensee having dues to the Commission shall not be eligible to apply for migration.

11.3 Where an entity holds more than one license within the ILDC layer (including but not limited to ITC and Submarine Cable Licenses), such licenses may be migrated and consolidated into a single ICSP License. Upon such migration, the rights and obligations of the existing licenses shall be subsumed under the newly issued ICSP License, and the legacy licenses shall cease to have effect.

12 FEES AND CHARGES

12.1 Applicants/Licensees shall pay various fees, contribution and charges to the Commission. The following table summarizes the fee structure. The fees are excluding of fees, charges and taxes imposed by any other competent authority of the Government.

Application Fee/Processing Fee	BDT 5 (five) lakh
License acquisition fee	BDT 14 (forteen) Crore
Migration fee	BDT 06 (six) Crore
Annual License Fee	BDT 07 (seven) Crore (from the first year)
Gross Revenue Sharing	a) 5.5% of annual audited gross revenue (except voice call and SMS revenue). from first year for migrated licensees. b) There will be no revenue sharing for ICSP to ICSP capacity leasing as per clause 15.1(ix) and 15.2(x).
Social Obligation Fund Subscription	1% of annual audited gross revenue.
Bank Guarantee	BDT 6 (six) crore
Offer Security Money	BDT 2 (two) Crore
International incoming and outgoing call and SMS revenue	A) For International incoming calls and SMS: (a) International incoming call and SMS termination

<p>sharing with ANSP and the Commission</p>	<p>rates shall be decided by the Commission. Which may be reviewed from time to time. After deducting VAT (if applicable) the International incoming prevailing call and SMS termination rates in Bangladesh Taka (BDT) shall be shared in the following proportion.</p> <p>(i) ICSP shall pay to Commission 50% (fifty seven point five percent).</p> <p>(ii) ICSP shall pay to ANSP 22.5% (twenty two point five percent).</p> <p>(iii) ICSP shall keep 27.5% (twenty percent).</p> <p>B) For International outgoing calls and SMS: International outgoing call and SMS rates and overseas settlement rates shall be approved by the Commission upon the licensees' proposal. These rates may be reviewed from time to time by the Commission. The ICSP licensee shall pay the settlement amount to the overseas carrier. ANSP shall collect VAT (in BDT) during international outgoing calls from subscribers and shall pay VAT to the government. The revenue of international outgoing call shall be calculated by the following formula:</p> <p>"Z" Balance amount (in BDT)= (Number of pulse x X) - (Number of pulse x Y)</p> <p>Where,</p> <p>"X" = Call rate (in BDT) per pulse and "Y" specific settlement rate (in BDT) payable to overseas carriers per pulse.</p> <p>The pulses shall be equal for both "X" and "Y" rates and to be determined by the commission while approving rates.</p> <p>The revenue of international outgoing SMS shall be calculated by the following formula:</p> <p>"Z" Balance amount (in BDT)= SMS rate - SMS settlement rate</p> <p>The "Z" balance amount shall be shared among ANSP, ICSP and the Commission according to the following proportion:</p> <p>(i) ANSP shall keep 40% (forty percent) of "Z";</p>
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	<p>(ii) ANSP shall pay (Number of pulse x Y) and 15% (fifteen percent) of "Z" to ICSP;</p> <p>(iii) ANSP shall pay 45% (forty five percent) of "Z" to the Commission.</p>
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12.2 The Licensee(s) shall pay all the required fees within the stipulated time frame given hereafter. All fees, charges etc. paid by the Licensee(s) are non-refundable and are payable in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh mentioned in the Bangladesh Bank Order, 1972 or any other payment system, approved by Bangladesh Bank (for example BEFTN/EFTN/RTGS/NPSB etc.) with prior approval from the Commission. .

12.3 Application Fee. The Application fee shall be Taka 500,000/- (taka five lakh) only in the form of pay order/bank draft. This fee will not be applicable for migration.

12.4 License Acquisition Fee. The Licensee shall pay Taka 14,00,00,000 (forteen crore) as one time License Acquisition fee within 30 (thirty) days from the date of notification of awarding license.

12.5 Migration Fee. The Licensee shall pay Taka 6,00,00,000 (six crore) as one time License Migration fee within 30 (thirty) days from the date of notification of awarding license. 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.

12.6 Annual License Fee and Gross Revenue Sharing. The Licensee(s) shall pay Annual License Fee, and Gross Revenue sharing as mentioned below:

(a) **Annual License Fee.** The licensee shall pay 7 (seven) crore as Annual License Fee in advance on each anniversary of the date of issuance of the License. However, for the first year, the licensee shall pay the Annual License fee within 30 days of the date of issuance of the license.

(b) Gross Revenue Sharing. No Revenue (0%) shall be shared by the licensee for the first year. However, the licensee, from second year, shall share 5.5% of their annual audited gross revenue. However, the migrated licensee shall share revenue from the first year of migration at 5.5% of its annual audited gross revenue with the Commission. Gross revenue sharing shall be paid on a quarterly basis within the first 10 days at the end of each quarter. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 days of the financial year-end of the Licensee(s). In the event of any overpayment by the Licensee(s), the Licensee(s) may set off any excess amount against quarterly payments in the next year. The percentage of revenue to be shared may be changed from time to time by the Commission and the licensee(s) shall abide by it.

- 12.7 The annual license fee and the amount of revenue to be shared have to be paid within due date. The due amount may be paid till 60 (sixty) days after the due date, in which event, the licensee shall make the payment with late fee at the rate of 15% per annum as compensation to the Commission. On exhaustion of the 60 (sixty) days as mentioned above, if the failure continues, the license may be cancelled. However, the principal amount shall have to be calculated and paid along with late fee till the date of actual payment or the date of cancellation of the license, whichever is earlier.
- 12.8 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.

12.9 Offer Security Money

- 12.9.1 The Applicant(s) shall submit Taka 2 (two) Crore as offer security money in the form of bank draft or pay order in favor of Bangladesh Telecommunication Regulatory Commission while submitting the offer/proposal. This offer security money will be refunded to the unsuccessful applicants within 30 (thirty) days of the declaration of successful applicant without bearing any liability towards interest, indexation, inflation or deflation.
- 12.9.2 The offer security money of the successful applicant shall be adjusted with the License acquisition fee.
- 12.9.3 The successful selected Applicant shall deposit the license acquisition fee to the Commission in the form of bank draft or pay order within 30 (thirty) days after notification of awarding license. The license will be issued upon receiving the license acquisition fee. If the applicant fails to pay the license acquisition fee within the stipulated period, the applicant shall lose the right of acquisition of ICSP license and offer security money shall automatically be forfeited.

12.9.4 Offer security money is not applicable for the applicants who will submit application for migration to ICSP license.

13 ROLL OUT OBLIGATION AND BANK GUARANTEE

13.1 Roll Out Obligation

13.1.1 The licensee shall establish and complete its offered Submarine Cable (SC) connectivity through APPENDIX-II in conjunction with the network design requirement mentioned in clause- 15 within 60 (Sixty) months and Terrestrial Cable (TC) connectivity through APPENDIX-II in conjunction with the network design requirement mentioned in clause- 15 within 12 (Twelve) months from the date on which the license shall come into force.

13.1.2 To meet the rollout obligation, the Licensee shall have the option to establish either SC or TC or both connectivity, while the remaining type of connectivity shall be obtained through a leasing arrangement from existing ICSP license holders.

13.1.3 Additional to the above mentioned obligation the licensee shall establish PoP after the time period mentioned in clause 13.1.1 following the below timeline-

- i. Year 1: Establish primary TCLS/PoP;
- ii. Year 2: Establish second TCLS/PoP in a separate geographical location;
- iii. Year 3: Establish at least one PoP at the remaining administrative divisions of the country.

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

13.1.5 The licensee shall obtain permission from the Commission prior to the commencement of commercial operation.

13.1.6 Start of the rollout obligation period for the existing SC licensee, after migration to ICSP license, shall be considered from the date of the issue of their previous SC license. However, they shall comply with the rollout obligation, as stated in this guideline, for Terrestrial Cable deployment.

13.2 Bank Guarantee

13.2.1 The licensee shall, within 30 (thirty) days from the date of issuance of the license, submit unconditional Bank Guarantees (BGs) in favour of “Bangladesh Telecommunication Regulatory Commission (BTRC)” for the total amount specified in these Guidelines, according to the prescribed format appended in Schedule-2 of the Guideline, 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 4 (four) separate instruments, 01 (one) Bank Guarantees amounting to 10% (ten percent) of the total amount, 02 (two) Bank Guarantees amounting 20% (twenty percent) each of the total amount and 01 (one) Bank Guarantee amounting to the remaining fifty percent (50%) of the total amount.

13.2.2 Provisions for the first 03 (three) Bank Guarantees, 01 (one) Bank Guarantees amounting to 10% (ten percent) of the total amount, 02 (two) Bank Guarantees amounting 20% (twenty percent) each of the total amount, shall be as follows:

- i. 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.
- ii. These Bank Guarantees shall remain valid until the Commission confirms satisfactory fulfilment of the rollout target of each year.
- iii. 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.
- iv. If 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. In case of such encashment, the licensee shall re-submit the encashed Bank Guarantee within 30 (thirty) days of such encashment. Moreover, repeated failure in fulfilling rollout obligation across multiple terms may result in financial penalties, license suspension, revocation, or any other legal action the Commission may deem necessary.
- v. 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.



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

- i. This Bank Guarantee shall be kept and will serve as security deposit for all kind of outstanding and relevant dues payable under the provisions of the license.
- ii. This Bank Guarantee shall remain in force for the total tenure of the respective license. For this purpose, this Bank Guarantee shall be submitted initially for 05 (five) years from the date thereof. On the very next date of completion of the initial term, the licensee shall submit Bank Guarantee for the subsequent 05 (five) years or extend the tenure of the initial Bank Guarantee for renewed term of license.
- iii. 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.

13.3 Release and Encashment of Bank Guarantee (BG) Amount

13.3.1 After completion of the rollout target of each year within the stipulated time to the satisfaction of the Commission as per all the necessary Requirements, the amount indicated below from the Bank Guarantee shall be released in favor of the Licensee upon receiving their application. If the rollout obligation targets are not met, the Commission shall call on the Guarantee for the amount indicated below for encashment in favor of the Commission.

Year	% Release in BG Amount upon fulfillment of rollout target	% Encashment from BG in case of not fulfillment of rollout target
1st	10%	10%
2nd	20%	20%
3rd	20%	20%

13.3.2 Remaining 50% of the Bank Guarantee shall be kept as security deposit for any kind of outstanding. The Commission reserves the right to encash the Bank Guarantee to any extent up to the guarantee amount in total to realize the outstanding dues of the licensee.

13.3.3 Any release in the value of the Guarantee shall not have effect unless the Licensee(s) has submitted a request for release and the Commission has confirmed in writing the release.

14 QUALITY OF SERVICE (QoS)

- 14.1 The Licensee shall achieve the QoS standards as set out by the Commission from time to time based on the recommendations/standards of International Telecommunication Union (ITU), other standard organizations, best practices and maintain records of the same. The Commission may inspect these records and the Licensee shall furnish certified copies of such reports to the Commission upon demand or at scheduled intervals. The QoS directives issued by the Commission, may include, but not limited to, KPIs such as packet loss, latency, restoration time, round trip time, disaster recover, redundancy international-rerouting, disaster recovery simulation etc.
- 14.2 The Commission may vary, change, amend, modify or revise the QoS standards from time to time and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission. The Licensee shall submit to the Commission monthly reports on its compliance with each of the QoS standards within the first five working days of each Gregorian calendar month, in such form as may be stipulated by the Commission.
- 14.3 If the Licensee fails to meet the QoS standards, the Commission may take necessary legal actions and so may impose the penalties set out by the Commission from time to time.
- 14.4 The Commission may carry out tests on the quality of the Licensed Services and the Licensed System and the Licensee shall extend full co-operational and assistance for the purpose including provision of test instruments and equipment.
- 14.5 The Licensee shall install the equipment for monitoring its QoS and provide access as directed by the Commission from time to time.
- 14.6 The Licensee shall have the obligation to ensure the quality of services Regulations/ Directives/ Instructions/Orders/Guidelines issued by the Commission from time to time. All such Regulations/Directives/ Instructions/Orders/Guidelines shall be considered as integral part of these Guidelines.
- 14.7 The Licensee may be exempted from its QoS obligation in case of force majeure which are beyond the scope of the Licensees provided that it promptly notifies the Commission and other applicable Licensees of the facts and circumstances. It shall take immediate measures to restore compliance with the QoS standards.

15 NETWORK DESIGN, CONNECTIVITY AND INTEROPERABILITY

15.1 Submarine Cable connectivity

- i. The initial light-up capacity shall be at least 500 Gbps.
- ii. There shall be minimum 01(One) alternative route to planned POPs from CLS. In this regard they shall take necessary transmission services from NICSP operator.
- iii. The proposed network must have detail route plan from CLS to International Point of Interconnection (IPOI).

- iv. The licensee is encouraged to deploy energy efficient solutions supporting the green telecommunication specification.
- v. The Applicant shall indicate its proposed technology, network topology and its designed System capacity in the network Rollout Plan that can be utilized by the users. Applicant shall deploy scalable technology so as to meet the growing international bandwidth demand of Bangladesh in future. The Applicant(s) shall not connect to the system(s) any equipment or system that does not comply with the standard telecommunication equipment/system.
- vi. Connectivity network shall ensure 99.9% service availability.
- vii. ICSP Licensee shall provide 24/7 support to customers and be manned by qualified personnel.
- viii. The Licensee shall ensure end-to-end connectivity, including adequate backhaul arrangements. For domestic backhaul transmission, they shall take it from NICSP.
- ix. Non-facility-based ICSP Licensee shall, where available and technically feasible, prioritize Submarine Cable bandwidth/capacity over ITC Bandwidth/ Capacity for carriage of international traffic and shall ensure that the routing does not create single dependence or single point of failure. BTRC may, from time to time, determine and revise the applicable proportional utilization for Submarine Cable and ITC bandwidth/ capacity considering technical feasibility, resilience requirements, etc.

15.2 Terrestrial Cable Connectivity

- i. The Licensee shall establish TCLSs at a minimum of two geographically separate locations. TCLS(s) to be located on the trans-border areas. The location of the TCLS will be decided by the Commission, in consultation with the Licensee.
- ii. Initial light up capacity shall be 500 Gbps.
- iii. There shall be minimum 01(One) alternative route to planned POPs from TCLS. In this regard they shall take necessary transmission services from NICSP operator.
- iv. The proposed network must have detail route plan from trans-border point to International Point of Interconnection (IPOI).
- v. The licensee is encouraged to deploy energy efficient solution supporting the green telecommunication specification.
- vi. The Applicant shall indicate its proposed technology, network topology and its designed System capacity in the network Rollout Plan that can be utilized by the users. Applicant shall deploy scalable technology so as to meet the growing international bandwidth demand of Bangladesh in future. The Applicant(s) shall not connect to the system(s) any equipment or system that does not comply with the standard telecommunication equipment/system.
- vii. Connectivity network shall ensure 99.9% service availability.

- viii. ICSP Licensee shall provide 24/7 support to customers and be manned by qualified personnel.
- ix. The Licensee shall ensure end-to-end connectivity, including backhaul arrangements. For domestic backhaul transmission, they shall take it from NICSP.
- x. Non-facility-based ICSP Licensee shall, where available and technically feasible, prioritize Submarine Cable bandwidth/capacity over ITC Bandwidth/Capacity for carriage of international traffic and shall ensure that the routing does not create single dependence or single point of failure. BTRC may, from time to time, determine and revise the applicable proportional utilization for Submarine Cable and ITC bandwidth/ capacity considering technical feasibility, resilience requirements, etc.

- 15.3** The licensee shall comply with all technical standards set or approved by the Commission, ensuring interoperability with existing and future telecommunication technologies and equipment for the seamless provision of services under these guidelines.
- 15.4** The network topology and connectivity scenario are appended in APPENDIX-IV of these Guidelines.
- 15.5** The Licensee shall design and operate its network with the capability to adopt and operate IPv6. The Licensee shall comply with all directives/ instructions that may be issued by the Commission from time to time regarding IPv6 adoption and migration from IPv4 to IPv6.
- 15.6** The Licensee shall ensure that the deployed system is equipped with adequate facilities to detect and prevent any international voice call and SMS bypassing through its network.

16 MUTUAL RESTORATION AND REDUNDANCY

The licensee shall have arrangement with the existing ICSP licensee for mutual restoration and redundancy. BTRC may issue separate directive regarding the modality for this kind of arrangement.

17 ACCESS, CO-LOCATION, LANDING FACILITIES AND SHARING OF FACILITIES

Where it deems necessary, the Commission may direct the Licensee to provide access, co-location and landing facilities to other ICSP licensee(s). The licensees may lease necessary capacities from each other's terrestrial land cables and sub-sea cables according to the provisions of this guideline. In case of any kind of infrastructure sharing, licensee shall comply with infrastructure sharing guidelines issued by the Commission.

18 INTERRUPTIONS TO THE SERVICES

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

19 TARIFFS AND PRICING

- 19.1 The Commission reserves the right to determine the tariff as and when necessary. The licensee shall follow the Directives/Instructions, regarding tariff, issued by the Commission from time to time.
- 19.2 Before providing any new service, the licensee shall submit application for tariff approval to the Commission in writing for necessary approval:
 - a) 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
 - b) 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.
- 19.3 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.
- 19.4 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.

20 LAWFUL INTERCEPTION, MONITORING AND COMPLIANCE

- 20.1 The Licensee shall establish and maintain connectivity with both online and offline Lawful Interception (LI) systems of the designated LI authorities. The Licensee shall implement all necessary technical and procedural capabilities to ensure full compliance with the LI requirements prescribed by the designated LI authority.
- 20.2 The Licensee shall establish and maintain central monitoring arrangements or tools that allow the Commission to monitor operational data in real-time. The Commission may issue directives and technical specifications regarding the tools and methodologies to be used for central monitoring from time to time.

- 20.3 The licensee shall establish, maintain and provide technical arrangements or facility of a central or semi-distributed Deep Packet Inspection (DPI) platform to the Commission. The Commission may issue directives in this regard from time to time.
- 20.4 The licensee shall comply and connect with any future regulatory tools implemented and/or instructed by the Commission. The licensee shall provide all necessary interfaces, APIs, data feeds, equipment, configuration information and technical assistance required for effective integration and continuous, reliable operation of such regulatory tools with the licensee's network.
- 20.5 The licensee shall deploy and maintain Multi Router Traffic Grapher (MRTG) or an equivalent SNMP-based monitoring system. The licensee shall arrange centralized arrangement/platform to provide real-time visibility of all international incoming voice calls and SMS and licensee shall provide necessary access to BTRC.

21 ACCOUNTS AND AUDITING

- 21.1 The Licensee shall maintain separate accounts and other records, in accordance with acceptable accounting practices. The Licensee shall at all times, maintain full and accurate books of accounts and other records reflecting all financial matters, in accordance with the sound and acceptable accounting practices. The Commission reserves the right to issue accounting guidelines to the Licensee from time to time.
- 21.2 The Licensee(s) shall comply with all directions issued by the Commission with regard to accounting separation and the proper allocation of costs.
- 21.3 The Licensee(s) shall submit certified copies of its financial records with respect to the yearly audited financial statement of the company that will contain its balance sheet, profit and loss account and cash flow statements etc. The Commission shall have the right to access to originals of such records and accounts.
- 21.4 The Licensee(s) shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues. The Commission shall also have the access to computerized accounting system of the licensee(s) as and when deemed necessary.
- 21.5 All financial transactions (in local and foreign currency) in relation to the License shall be made through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972. The Licensee(s) shall inform the Commission of the details of the accounts in operation. The Licensee(s) shall have to submit statement of all the accounts to the Commission within the first 10 days at the end of each quarter.

- 21.6 The Commission or any person authorized by the Commission shall have the right to take copies of records, documents and other information relating to the licensees' business for the purpose of enabling Commission to perform its functions under the Act and provisions in the license.
- 21.7 Financial & Technical Audit: The Commission may audit the procedure systems and documents to be satisfied about the compliance of the conditions of the license and the directions/instructions/orders/circulars issued by the Commission, and to examine the propriety of the reporting system of the Licensee, and to give directions on these matters.
- 21.8 The licensee shall maintain a foreign currency (FC) account for conducting any foreign transactions and shall submit a statement of that account on a quarterly basis.

22 CORRESPONDENCE, INSPECTION AND REPORTING OBLIGATIONS

- 22.1 The Licensee shall furnish all required information as directed by the Commission from time to time. The format and frequency of submission shall be decided by the Commission.
- 22.2 The Commission or any person authorized by the Commission shall have unfettered right and authority to take the copies of records, documents and other information relating to the Licensee's business, for the purpose of enabling Commission to perform its functions under the Act, regulations and provisions in the License.
- 22.3 The Commission or its authorized representatives shall have free access to the installations and equipment of the licensee and shall have each and every right and authority to inspect such installations at any time and the Licensee shall always provide all sorts of cooperation and assistance including but not limited to use of suitable office accommodation for the purpose of inspection, tests and monitoring.
- 22.4 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. In addition, the Licensee shall submit to the Commission at least three hard copies and one soft copy (scanned PDF) of the audited financial report, including the financial statements presenting the Licensee's financial position and performance.
- 22.5 The ICSP licensee shall preserve the following records/information:
 - i. Call Detail Records (CDR), SMS Detail Records (SDR), Transaction Detail Records (TDR), system logs or audit trails related to CDR/SDR/TDR changes, international leased circuit utilization records, routing and signaling logs, BGP/route-server logs, network traffic data, QoS and KPI reports with base data, etc., whichever is applicable.

- ii. System failure records, Simple Network Management Protocol (SNMP) and other NMS traffic data, and bandwidth/utilization records of international links, circuits, trunks and peering/transit interfaces, including per-ANSP/authorized user utilization, as daily logs.
- 22.6 The Commission or its authorized representative(s) shall have the right to enter and inspect all places, premises and cable laying or maintenance ships related to the Bangladesh portion of the Connectivity Systems and Services, under this License.
- 22.7 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the Licensee's business for the purpose of enabling the Commission to perform its functions under the Act and provisions in the License, whenever deem necessary.
- 22.8 The Licensee shall furnish Time Frame for the submission of followings within 60 (sixty) days of obtaining the License:
 - i. Plan of Work.
 - ii. Procurement Schedules of Cables, CLS Equipment, Repeaters and all other Equipment.
 - iii. Marine Operations schedule including Marine Survey, Burial Assessment Survey and Marine Installation.
 - iv. Straight Line Diagram (SLD)
 - v. Route Position List (RPL) and Fiber Route Map.
 - vi. Charts in separate scale for shallow and deep water (post survey cartographic works). Chart scales are required to be 1:100000 for the deep water portion of the route and 1:25000/10000/5000, (as appropriate) for water depths less than 1000 meters.
 - vii. Copy of Agreements with all Provisioners and Suppliers.
 - viii. Copy of Agreement related to Power Supply Arrangement.
 - ix. Documents related to procurement of lands for CLS and BMH.
 - x. Copy of Wet Segment Maintenance Agreement.
 - xi. Copy of Technical Handbooks including System Description Handbook, Terminal Equipment Handbooks, Submersible Plant Handbooks, Training Handbooks and Manufacture's other relevant literature.
 - xii. Operation and Maintenance Handbook.
 - xiii. Additional information on any other related matter may be sought later.

23 SUSPENSION, CANCELLATION, REVOCATION AND FINES

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

- (i) that any information furnished in the Application form for obtaining the License is found incorrect/ false.

- (ii) that the Applicant has obtained the License hiding the information as mentioned below:
 - a. He is an insane person;
 - b. He has been sentenced by a court under any law, other than this Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
 - c. He has been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
 - d. He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
 - e. He has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
 - f. Any of his Licenses has been cancelled by the Commission at any time during the last 5 (five) years;
- (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the ICSP License.
- (iv) that any share is transferred or issued or without prior written permission of the Commission.
- (v) that any of the condition of the guidelines and ICSP License is violated.
- (vi) that the licensee has disclose or is involved with the disclosure of any information to anybody/ performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony;
- (vii) that the Licensee is liquidated, bankrupt or insolvent, or that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee itself or a third party against the Licensee;
- (viii) that the Licensee has ceased to carry on business mentioned in this license;
- (ix) that the licensee hides any information for any tariff package, or any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities; or
- (x) that the Licensee violates or purports to violate any sections/terms and/or conditions under the Act/ Any Regulations/ Rules/ Guidelines/ Byelaws/ Directives/ Instructions/ Orders/ Circulars/ Decisions of the Commission etc.

24 IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

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

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

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

- i. The term of the license expires without renewal;
- ii. The licensee agrees to the termination of this license; or
- iii. The license is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this license.

24.4 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.

25 LICENSE/OWNERSHIP/SHARE TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

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

25.2 License can be transferred from one entity to another according to the Bangladesh Telecommunication Regulation Act, 2001, in that case license shall seek written approval from the Commission. This License and any right acquired hereunder, whether wholly or partly shall not be transferable and such transfer, if any, without the permission of the Commission, shall be void.

25.3 The Licensee shall neither transfer any share nor issue new shares without prior written permission of the Commission.

25.4 Any breach of the above conditions contained in the license may result into cancellation of the license.

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

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

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

26 MERGER & ACQUISITION

26.1 In case of merger/amalgamation with any other entity, the Licensee shall take prior written approval of the Commission.

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

27 ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION, TRANSFER OF LICENSE AND DISCRIMINATION

27.1 **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.

27.2 **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: asserting false or misleading claims on the availability, price or quality of its services or systems or the services or systems of any other Licensee(s) or competitor(s);

- i. degrading the availability or quality of a Licensee(s) or competitor's services or systems or unfairly raising their business, operational or technical costs;
- ii. unlawfully interfering with the suppliers or subscribers of the Licensee(s) or its competitor(s); or

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

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

28 CYBER AND INFRASTRUCTURE SECURITY & ENVIRONMENTAL

- 28.1** The Licensee shall establish, implement, and maintain robust cybersecurity controls consistent with international best practices and applicable national instruments, including data-privacy standards and anti-spam/fraud controls, DDoS attacks as may be prescribed by the Commission or competent authorities.
- 28.2** The licensee shall cooperate with the designated national Cyber Incident Response Team (CIRT) and any other agency authorized by the Government/Commission regarding new and emerging threats as well as incident management of national magnitude.
- 28.3** 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.
- 28.4** The Commission reserves the right to require the licensee to file environmental assessment by an independent agency should it determine that the cable route, landing of the cable at the specific locations and construction of necessary cable landing stations may impact the environment within the meaning of regulations issued by concerned government authorities.
- 28.5** The Licensee shall adopt internationally recognized environmental practices by (a) using energy-efficient/low-emission and recyclable equipment; (b) integrating renewable energy (e.g., solar, wind, hybrid) where feasible; (c) implementing compliant e-waste management systems; and (d) monitoring and taking steps to reduce greenhouse-gas emissions.
- 28.6** The Licensee shall maintain an organized crisis-management team, support early-warning dissemination as directed, and cooperate with relevant authorities during national emergencies and matters of national security.
- 28.7** In applicable cases, the provisions of the act related to Personal Data Protection, Cyber Security and National Data Governance shall be followed.

29 SIGNIFICANT MARKET POWER (SMP)

- 29.1** The Licensee emerging with Significant Market Power (SMP) shall not abuse its dominant position through anticompetitive conduct.
- 29.2** The Licensee shall have to abide by the provisions of the regulations issued by the Government/Commission regarding SMP.
- 29.3** The Commission may issue any Order/Decision/Directives on declared SMP operator to ensure healthy competitive telecom environment according to the provisions and market definition as in SMP regulations.

30 NATIONAL EMERGENCIES AND FORCE MAJEURE

- 30.1** The location of the cable (in the route) may have to be changed/ shifted or necessary additional protection measures shall have to be ensured, if so required for National Security, Gas or Oil Exploration, considerations and for any other National needs.
- 30.2** In the event of national emergency or national security concern, the relevant section of the Act shall be applicable.
- 30.3 Force Majeure:** Notwithstanding anything to the contained in these Guidelines, if the Licensee shall be rendered unable to carry out the whole or any part of its obligations under these Guidelines 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 fulfill 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 its consequences.

31 DISPUTE RESOLUTION

- 31.1** All disputes between the operators, arising out of the Agreements/Memorandums of Understanding executed by the applicant, or anything arising out of such Agreements/Memorandums of Understanding shall have to be resolved through friendly and good-faith discussions within 30 (thirty) days from the date of arising the dispute.
- 31.2** If the Parties cannot resolve the dispute through discussion, they will refer the matter to the Commission, in accordance with the Bangladesh Telecommunication Act, 2001. The Commission must start mediation process within 60 (sixty) days after the request is made. The decision of the Commission shall be final and binding upon the parties.

31.3 If the parties are aggrieved by the decision of the Commission, then the matter may be finally settled, in accordance with the Arbitration Act, 2001 or through Judicial review. In case of arbitration, the award shall be final and binding upon both parties. The place of arbitration shall be Dhaka or any other place(s) as agreed by the parties and the language of arbitration shall be English.

32 FAIR BUSINESS AND FINANCIAL PRACTICES

32.1 The Licensee shall deal with all eligible operators and customers on fair, reasonable and non-discriminatory terms and conditions, and shall not give any undue or unreasonable preference to itself or any person.

32.2 The Licensee shall not engage in practices that inhibit or impede fair competition, including abuse of a dominant position, cross-subsidization, margin squeeze, denial of access, or other exclusionary behavior.

32.3 The Licensee shall publish clear and accessible information on services, pricing plans, terms and conditions, and procedures for billing, bill enquiries and complaints. Where the Commission so requires, the Licensee shall submit a tariff schedule (including maximum/minimum charges, justification, and standard terms).

32.4 The Licensee shall comply with any additional fair-business, tariff, accounting or transparency measures prescribed by the Commission from time to time, including those directed at entities with SMP.

32.5 All financial transactions (in local and foreign currency) in relation to the License shall be made through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972.

32.6 The licensee shall take care of national security interest in appointing key personnel.

33 CUSTOMER PROTECTION

- 33.1** The Licensee shall publish information about the Services it provides in a form which is easily available to customers. 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.
- 33.2** The Licensee shall inform customers of all its obligations under this Guideline and in particular highlight to its customers the Licensee's obligations of confidentiality and specific use of information.
- 33.3** The Licensee shall operate a client-friendly system which will allow customers to lodge complaints to the Licensee in the event of a breach of any of the terms and conditions of these Guideline.
- 33.4** The Licensee shall submit to the Commission a report indicating the number of complaints received from customers, the nature of such complaints and the steps taken by the Licensee to address those complaints.
- 33.5** 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.
- 33.6** 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.

34 AMENDMENTS

- 34.1** 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 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.

34.2 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.

35 MISCELLANEOUS

- 35.1** The Commission reserves the exclusive right to explain or interpret any provision of these Guidelines or the License where doubt or ambiguity arises; such explanation shall be final and binding on the Licensee.
- 35.2** The Government/Commission shall not be liable for any loss, damage, claim, charge, or expense arising from or in relation to the Licensee's activities, its employees, agents, or authorized representatives.
- 35.3** The Licensee shall not disclose directives or instructions of the Commission relating to national security.
- 35.4** Licensee will remain responsible to obtain all necessary domestic (in Bangladesh) and international licenses, permits, authorization, permissions etc. in connection with this licensing provision. The Commission may render assistance to obtain the foregoing from Bangladeshi Authorities only.
- 35.5** The Appendices annexed herewith shall form integral part of the license.
- 35.6** The Licensee shall seek written prior approval from the Commission before making amendment or change of its name.



APPENDIX-I
APPLICATION FORM



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

License Application Form of International Connectivity Service Provider

[] New [] Migration [] Renewal

Information Regarding Applicant Company/ Organization

1. Company/ Organization Name: _____

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

Police Station: _____ District: _____

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

Police Station: _____ District: _____

4. Mobile Number: _____ 5. Email: _____

Information of Authorized Signatory and Contact Person

1. Name: _____

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

Police Station: _____ District: _____

3. Mobile No. _____ 4. Email: _____

5. National ID No. _____

6. Passport No. _____

7. Nationality: _____ 8. Gender: _____

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

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

1. Name: _____

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

Police Station: _____ District: _____

3. Mobile No. _____ 4. Email: _____

B. Information of CEO/CTO of the Company:

1. Name: _____

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

Police Station: _____ District: _____

3. Mobile No. _____ 4. Email: _____

C. Information of Chairman of the Company:

1. Name: _____

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

Police Station: _____ District: _____

3. Mobile No. _____ 4. Email: _____

Documents to be enclosed

Sl.	Document
1.	Letter of Application (in letterhead pad) Name, Date and Address of incorporation according to Joint Stock Companies and Firms (RJSC) (For Partnership Firm/ Limited Company) Business Address and Registered Office Address and telephone number, facsimile number, e-mail and website details.
2.	Company Information: A. Certificate of Incorporation/registration (For Limited Company) B. Memorandum and Articles of Association (For Limited Company)

Sl.	Document
	C. Updated form XII and Schedule-X
	D. List of Directors with details of their shareholdings including equity/ ownership (For Partnership Firm/ Limited Company)
	E. Latest Audit report
	F. National Identity Card (for Bangladesh National)/passport (for foreign nationals) and other antecedents of the Directors and authorized representatives of the company
	G. CV with photograph of each shareholder/partner/proprietor
	H. Bank Solvency Certificate of each shareholder/partner/proprietor
	I. Copy of latest return of each shareholder/partner/proprietor
	J. Details of Foreign Shareholder (if any)
3.	Relevant Fees in the form of Pay Order/Bank Draft (Duly received by BTRC)
4.	Authorized signatory approved by Board of Directors' resolution
5.	Brief Description of Telecommunications Qualifications and Experience of the Applicant, its key management personnel, and its shareholders (For Partnership Firm/ Limited Company)
6.	Business Plan
7.	Detailed Technical Plan including Network Diagram
8.	Source of fund
9.	Bank Solvency Certificate
10.	Bank Statements for last six months
11.	Updated Trade License
12.	Updated House-Rent Agreement/ Ownership deed
13.	Description of existing business
14.	Undertaking on Non Judicial Stamp of TK. 300/- Sworn Before the Notary Public of Bangladesh. According to Appendix-III of the Guidelines
15.	TIN Certificate
16.	Latest Income Tax Clearance Certificate
17.	BIN Certificate/VAT Registration (If Applicable)
18.	Information with relevant documents regarding the amount of VAT that the entity has deposited to the Government fund last year.
19.	A photocopy of the existing license. (For Merger and Renewal)
20.	Consortium or Joint venture Information: Where the Applicant(s) is a consortium or joint venture the following additional information is required: i. The role and contribution of each consortium member in terms of resources, experience or expertise: ii. The nature of the relationship between members including a copy and details of any joint venture agreement, memorandum of understanding or shareholder agreement; iii. The Applicant(s)'s details for the proposed management structure and corporate governance in the event it is awarded the License

Sl.	Document
21.	Any other matter which Applicant(s) consider that the disclosure or non-disclosure of which might materially affect the Commission's decision to award the license(s).
22.	2 (two) copies of its application/offer with all relevant documents of which 01(one) will be original while the other will be copy along with one soft copy in CD or Pen drive containing the complete application in non scanned PDF Format. Each page of the application including offer documents has to be authenticated/ signed by authorized personnel.
23.	Supplementary documents to support Applicant's offers/proposals (if any).

Payment Details

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

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

3. Name of the Bank : _____

Declaration

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

2. Has any License issued previously to the Applicant/any Share Holder/Partner been cancelled?
 No Yes (please give details)

3. Has any previous Dues to the BTSC?
 No Yes (please give details)

4. Do the Applicant/any Share Holder/Partner hold any other Operator Licenses from the Commission?
 No Yes (please give details)



5. Does any shareholder/partner/owner is convicted by the court for any violation of the Act?

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

Note:

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



APPENDIX-II
Evaluation Criteria

Criteria	Sub-Criteria	Marks
1. Technical Capability & Network Design	a. Proven experience in similar international connectivity operations (e.g. submarine cable, ITC, IP transit, international call and SMS routing, etc.)	6
	b. Network design, topology, redundancy, and route diversity, end-to-end connectivity, and reachability to popular destinations	6
	c. Quality of service commitments (latency, uptime, bandwidth scalability)	6
2. Financial Strength & Business Viability	a. Financial soundness (net worth, liquidity, audited accounts, etc.)	8
	b. Funding commitments and investment plan	6
	c. Business plan sustainability (cash flow projections, profitability, ROI realism)	4
	d. Investment security assurance (bank comfort letter, bank statement, bank account certificate, etc.)	4
3. Coverage, Service Commitments & Roll-out Plan	a. Diversity of landing points and PoPs	6
	b. Roll-out schedule and milestones	6
	c. Service availability & reliability (uptime, redundancy)	6
	d. Network scalability / capacity expansion plans	2
4. Administrative setup/ Organogram	a. Experience and capabilities of technical employees	4
	b. Experience and capabilities of management employees	4
5. Policy Alignment & National Interest Commitments	a. Coverage of underserved / remote regions	2
	b. Data security, lawful interception, and cybersecurity framework	2
	c. Local participation, R&D, or capacity building (training, technology transfer)	2
	d. Environmental and social safeguards	2
6. Innovation & Value-Added Services	a. Introduction of advanced technologies (e.g. SDN, automation, green infrastructure)	2
	b. Value-added / differentiating services (cloud connectivity, CDN, IXPs)	2
7. Compliance & Risk Management	a. Legal and regulatory compliance history	4
	b. Security considerations, risk management, disaster recovery plans and Monitoring plan	4
8. Pricing and	Tariff / pricing proposals (wholesale and retail) Destination and capacity based (multiple STM, 10G,	12

Affordability	100G) offers- <ul style="list-style-type: none"> i. Dhaka to London ii. Dhaka to France iii. Dhaka to Singapore (Equinix) iv. Dhaka to India (Kolkata, Chennai, Mumbai & Delhi) 	
	Total	100

Price Offer score under Sl. 8 = $12 \times P^L/P^C$

where,

P^L is the lowest offered bandwidth price proposal among all the applicants.

P^C is the Bandwidth Price Offer under consideration.

Evaluation Process:

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

- a) The Commission will notify to the selected highest scorer(s) to receive the ICSP license by depositing the License Acquisition fee to the Commission within 30 (thirty) days after the date of notification of awarding license.
- b) This license acquisition fee will be inclusive of offer security money. If the selected applicant fails to pay the license acquisition fee within the stipulated period as mentioned above, he shall lose the right of acquisition of ICSP license and his/its offer security money will be forfeited.
- c) In this case the ICSP License shall be offered to the next highest total scorer in order of their position. If this highest total scorer fails to pay the License Acquisitions fee within the stipulated period i.e. within 30 (thirty) days of notification he/it shall lose the right of acquisition of ICSP license and his offer security money will be forfeited.
- d) In the same way ICSP Licensee will be offered to the next highest scorer. The commission will offer in this way to the successful offers which will be listed in descending order according to the total score obtained in the evaluation process, until successful applicant is found willing to acquire the ICSP license.
- e) If no successful offer is found ready to get the ICSP license, in this case the decision of the Commission/Government is final.
- f) The Commission shall forfeit the offer security money and all other amounts received from the defaulting applicant(s).
- g) The license shall only be issued after payment of the License Acquisition Fee.

DISQUALIFICATION OF APPLICANTS DURING EVALUATION PROCESS

The Commission may, on the recommendation of the Evaluation Committee, disqualify any applicants and forfeit its money 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 license.
- b) Willful misrepresentation of any facts in any part of the initial application.
- c) Illegal conduct in the evaluation procedure or improper attempts to influence the outcome, or delay or disrupt the process.
- d) Any "corrupt practice" meaning the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in relation to licensing process provided in the guidelines.
- e) Any "fraudulent practice" or misrepresentation of the facts in order to influence the results of the licensing process established by the Guidelines.
- f) If the applicant is disqualified for any of the reasons set forth in these guidelines.
- g) If the applicant fails to justify viability of his offer.

APPENDIX-III
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 ICSP 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):
 - (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 - 8 of the Guidelines hereto;
- (vii) any License of his has not been cancelled by the Commission at any time during the last 5 (five) years;
- (viii) does not have any outstanding dues to the Commission;
- (ix) is/are not a Bank Defaulter;
- (x) has not been convicted by the court for any violation of the Act;
- (xi) shall comply with provisions of Bangladesh Telecommunication Regulation Act, 2001 and all rules, regulations, directives and notices issued by the Commission; and
- (xii) 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.

- d) That the Applicant (where the Applicant is an individual) or the owner of the Applicant or any of its directors or partners (where the Applicant is a company, corporation, partnership or society) shall not engage thyself in providing any kind of unlawful or unauthorized services to anyone whatsoever.
- e) That the Applicant or the owner of the Applicant or any of its directors or partners or shareholders shall not be a license holder of CMSP/FTSP/NICSP/NTNSP licenses.
- f) That the Applicant or the owner of the Applicant or any of its directors or partners or shareholders will operate in accordance with and compliance to all rules and regulations as per telecommunication law of Bangladesh.
- h) That the Applicant or the owner of the Applicant or any of its directors or partners or shareholders is financially solvent to operate the business.

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 I/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

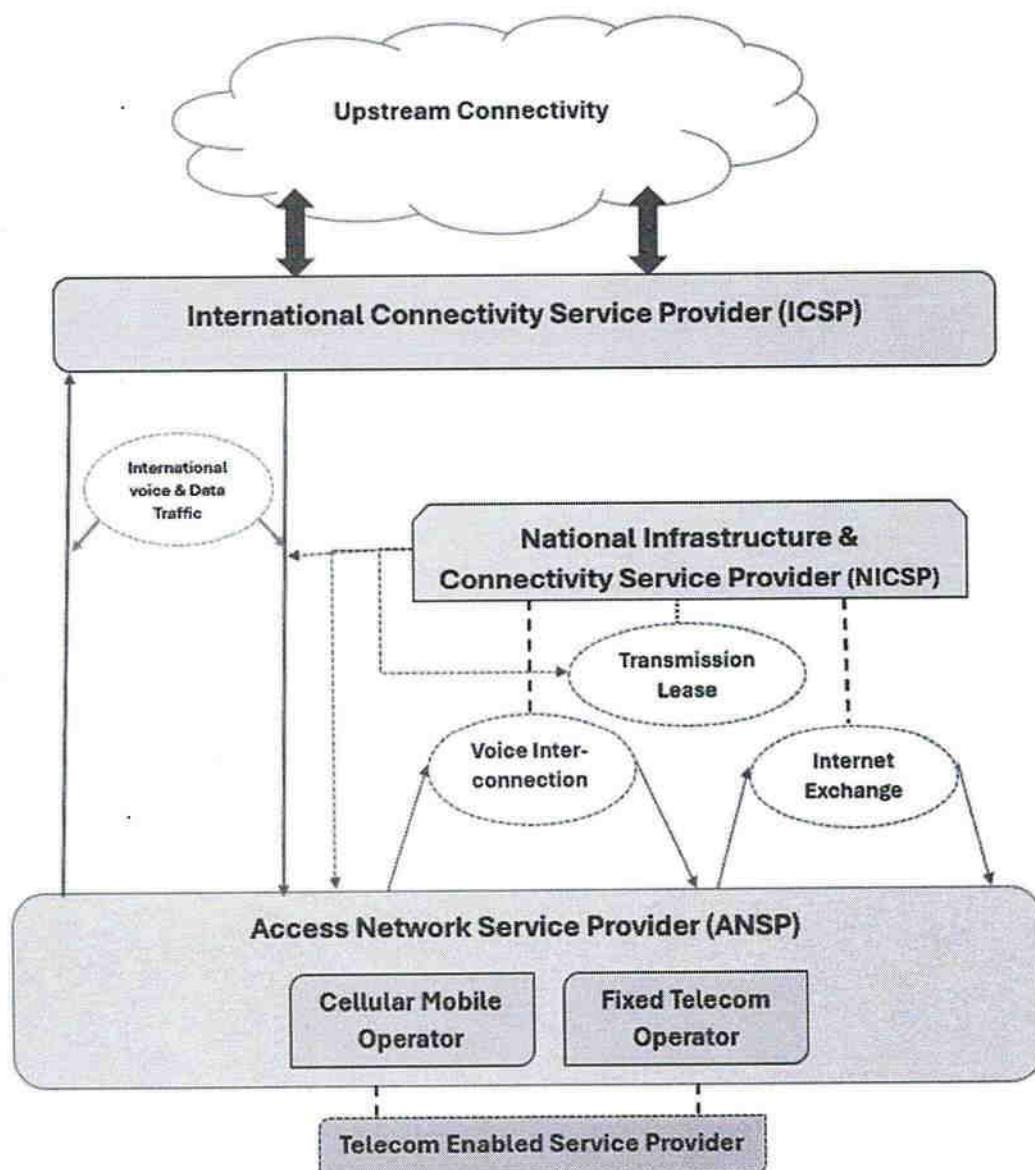
this _____ day of _____ 20____ at _____.

Notary Public

APPENDIX-IV

Network Topology and Connectivity

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



APPENDIX-V
GENERIC FORM OF ICSP LICENSE



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

PLOT# E-5/A, AGARGAON ADMINISTRATIVE AREA
SHER-E BANGLA NAGAR, DHAKA-1207.

OPERATOR LICENSE
FOR
INTERNATIONAL CONNECTIVITY SERVICE (ICSP)

License No: 14.32.0000.	Issue Date: DD MMMM YYYY
Validity: DD MMMM YYYY to DD MMMM YYYY	

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

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



represented by its Proprietor/Partner/Managing Director/Chairman/CEO
having registered office at

as an operator of
International Connectivity Services
in Bangladesh
whereby it is authorized
to establish, maintain and operate the associated systems and
to provide services as specified in this License
ON NON-EXCLUSIVE BASIS

in accordance with the terms and conditions given in the following pages of the License
including the schedules annexed hereto.

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BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION
Plot: E-5/A, Agargaon Administrative Area
Sher-e-Bangla Nagar, Dhaka-1207

INTERNATIONAL CONNECTIVITY SERVICE PROVIDER LICENSE

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

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

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

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

LICENSE

To

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

.....
as an operator to provide International Connectivity Service, subject to the terms and conditions detailed hereinafter.

1 INTERPRETATIONS AND DEFINITIONS

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

2 DURATION AND RENEWAL OF LICENSE

2.1 Commencement and Duration of the License

2.1.1 The license shall come into force on this day of.....

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

2.2 Renewal of the License

Upon expiry of the initial term, the License may be renewed for subsequent terms for 15 (fifteen) years, subject to the approval from the Commission and to such conditions, including the payment of any fees, as may be specified herein or by the Commission under the Act. The Commission may issue separate guidelines/directives/instructions regarding license renewal procedure and fees.

3 SCOPE OF THE LICENSE

3.1 ICSP licensee shall connect ANSPs with international leased circuits for all forms of international services, including voice, SMS, data, and internet services.

3.2 In addition to leased circuits, ICSP licensees may offer other international services, such as IP Transit, voice call and SMS routing, carrier contracts and international peering services etc. to ANSPs.

3.3 ICSP shall sell or lease capacity to the followings, within the framework of the Licensing Guidelines:

- i. Authorized IPLC/ MPLS Users.
- ii. Any other operator/ user authorized by the Commission

3.4 The ICSP may offer any other service as may be approved by the Commission from time to time. The Commission may impose necessary terms and conditions for approving any other services to be provided under the ICSP license.

4 FEES AND CHARGES

4.1 Applicants/Licensees shall pay various fees, contribution and charges to the Commission. The following table summarizes the fee structure. The fees are excluding of fees, charges and taxes imposed by any other competent authority of the Government.

Annual License Fee	BDT 7 (Seven) Crore (from the first year)
--------------------	---

Gross Revenue Sharing	<p>a) 5.5% of annual audited gross revenue (except voice call and SMS revenue). from first year for migrated licensees.</p> <p>b) There will be no revenue sharing for ICSP to ICSP capacity leasing as per clause 15.1(ix) and 15.2(x).</p>
Social Obligation Fund Subscription	1% of annual audited gross revenue.
Bank Guarantee	BDT 6 (Six) crore
International incoming and outgoing call and SMS revenue sharing with ANSP and the Commission	<p>A) For International incoming calls and SMS:</p> <p>(a) International incoming call and SMS termination rates shall be decided by the Commission. Which may be reviewed from time to time.</p> <p>After deducting VAT (if applicable) the International incoming prevailing call and SMS termination rates in Bangladesh Taka (BDT) shall be shared in the following proportion.</p> <p>(i) ICSP shall pay to Commission 50% (Fifty percent).</p> <p>(ii) ICSP shall pay to ANSP 22.5% (Twenty-two-point five percent).</p> <p>(iii) ICSP shall keep 27.5% (Twenty-seven-point five percent).</p> <p>B) For International outgoing calls and SMS:</p> <p>International outgoing call and SMS rates and overseas settlement rates shall be approved by the Commission upon the licensees' proposal. These rates may be reviewed from time to time by the Commission. The ICSP licensee shall pay the settlement amount to the overseas carrier. ANSP shall collect VAT (in BDT) during international outgoing calls from subscribers and shall pay VAT to the government. The revenue of international outgoing call shall be calculated by the following formula:</p> <p>"Z" Balance amount (in BDT)= (Number of pulse x X) - (Number of pulse x Y)</p> <p>Where,</p> <p>"X" = Call rate (in BDT) per pulse and "Y" specific settlement rate (in BDT) payable to overseas carriers per pulse.</p> <p>The pulses shall be equal for both "X" and "Y" rates and to be determined by the commission while approving rates.</p>

The revenue of international outgoing SMS shall be calculated by the following formula:

"Z" Balance amount (in BDT)= SMS rate - SMS settlement rate

The "Z" balance amount shall be shared among ANSP, ICSP and the Commission according to the following proportion:

(i) ANSP shall keep 40% (forty percent) of "Z";

(ii) ANSP shall pay (Number of pulse x Y) and 15% (fifteen percent) of "Z" to ICSP;

(iii) ANSP shall pay 45% (forty five percent) of "Z" to the Commission.

4.2 The Licensee(s) shall pay all the required fees within the stipulated time frame given hereafter. All fees, charges etc. paid by the Licensee(s) are non-refundable and are payable in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh mentioned in the Bangladesh Bank Order, 1972 or any other payment system, approved by Bangladesh Bank (for example BEFTN/EFTN/RTGS/NPSB etc.) with prior approval from the Commission.

4.3 **Annual License Fee and Gross Revenue Sharing:** The Licensee(s) shall pay Annual License Fee, and Gross Revenue sharing as mentioned below:

(a) **Annual License Fee:** The licensee shall pay 7 (Seven) crore as Annual License Fee in advance on each anniversary of the date of issuance of the License. However, for the first year, the licensee shall pay the Annual License fee within 30 days of the date of issuance of the license.

(b) **Gross Revenue Sharing:** No Revenue (0%) shall be shared by the licensee for the first year. However, the licensee, from second year, shall share 5.5% of their annual audited gross revenue. However, the migrated licensee shall share revenue from the first year of migration at 5.5% of its annual audited gross revenue with the Commission. Gross revenue sharing shall be paid on a quarterly basis within the first 10 days at the end of each quarter. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 days of the financial year-end of the Licensee(s). In the event of any overpayment by the Licensee(s), the Licensee(s) may set off any excess amount against quarterly payments in the next year. The percentage of revenue to be shared may be changed from time to time by the Commission and the licensee(s) shall abide by it.

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

4.5 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.

5 ROLL OUT OBLIGATION AND BANK GUARANTEE

5.1 Roll Out Obligation

5.1.1 The licensee shall establish and complete its offered Submarine Cable (SC) connectivity through APPENDIX-II in conjunction with the network design requirement mentioned in clause- 15 within 60 (Sixty) months and Terrestrial Cable (TC) connectivity through APPENDIX-II in conjunction with the network design requirement mentioned in clause- 15 within 12 (Twelve) months from the date on which the license shall come into force.

5.1.2 To meet the rollout obligation, the Licensee shall have the option to establish either SC or TC or both connectivity, while the remaining type of connectivity shall be obtained through a leasing arrangement from existing ICSP license holders.

5.1.3 Additional to the above-mentioned obligation the licensee shall establish PoP after the time period mentioned in clause 13.1.1 following the below timeline-

- i. Year 1: Establish primary TCLS/PoP;
- ii. Year 2: Establish second TCLS/PoP in a separate geographical location.
- iii. Year 3: Establish at least one PoP at the remaining administrative divisions of the country.

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

5.1.5 The licensee shall obtain permission from the Commission prior to the commencement of commercial operation.

5.1.6 Start of the rollout obligation period for the existing SC licensee, after migration to ICSP license, shall be considered from the date of the issue of their previous SC license. However, they shall comply with the rollout obligation, as stated in this license, for Terrestrial Cable deployment.

5.2 Bank Guarantee

5.2.1 The licensee shall, within thirty (30) days from the date of issuance of the license, submit unconditional Bank Guarantees (BGs) in favour of “Bangladesh Telecommunication Regulatory Commission (BTRC)” for the total amount specified in this license, according to the prescribed format appended in Schedule-2 of the Guideline, 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 4 (four) separate instruments, 01 (one) Bank Guarantees amounting to 10% (ten percent) of the total amount, 02 (two) Bank Guarantees amounting 20% (twenty percent) each of the total amount and 01 (one) Bank Guarantee amounting to the remaining fifty percent (50%) of the total amount.

5.2.2 Provisions for the first 03 (three) Bank Guarantees, 01 (one) Bank Guarantees amounting to 10% (ten percent) of the total amount, 02 (two) Bank Guarantees amounting 20% (twenty percent) each of the total amount, shall be as follows:

- i. Each of these Bank Guarantee shall be directly linked to/associated with the rollout target prescribed for each individual year, as specified in this license, and will serve as the performance security for the respective year’s rollout target.
- ii. These Bank Guarantees shall remain valid until the Commission confirms satisfactory fulfilment of the rollout target of each year.
- iii. 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.
- iv. If 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. In case of such encashment, the licensee shall re-submit the encashed Bank Guarantee within 30 (thirty) days of such encashment. Moreover, repeated failure in fulfilling rollout obligation across multiple terms may result in financial penalties, license suspension, revocation, or any other legal action the Commission may deem necessary.
- v. 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.

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

- i. This Bank Guarantee shall be kept and will serve as security deposit for all kind of outstanding and relevant dues payable under the provisions of the license.
- ii. This Bank Guarantee shall remain in force for the total tenure of the respective license. For this purpose, this Bank Guarantee shall be submitted initially for 05 (five) years from the date thereof. On the very next date of completion of the initial term, the licensee shall submit Bank Guarantee for the subsequent 05 (five) years or extend the tenure of the initial Bank Guarantee for renewed term of license.
- iii. 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.

5.3 Release and Encashment of Bank Guarantee (BG) Amount

5.3.1 After completion of the rollout target of each year within the stipulated time to the satisfaction of the Commission as per all the necessary Requirements, the amount indicated below from the Bank Guarantee shall be released in favour of the Licensee upon receiving their application. If the rollout obligation targets are not met, the Commission shall call on the Guarantee for the amount indicated below for encashment in favour of the Commission.

Year	% Release in BG Amount upon fulfillment of rollout target	% Encashment from BG in case of not fulfillment of rollout target
1st	10%	10%
2nd	20%	20%
3rd	20%	20%

5.3.2 Remaining 50% of the Bank Guarantee shall be kept as security deposit for any kind of outstanding. The Commission reserves the right to encash the Bank Guarantee to any extent up to the guarantee amount in total to realize the outstanding dues of the licensee.

5.3.3 Any release in the value of the Guarantee shall not have effect unless the Licensee(s) has submitted a request for release and the Commission has confirmed in writing the release.

6 QUALITY OF SERVICE (QoS)

- 6.1** The Licensee shall achieve the QoS standards as set out by the Commission from time to time based on the recommendations/standards of International Telecommunication Union (ITU), other standard organizations, best practices and maintain records of the same. The Commission may inspect these records and the Licensee shall furnish certified copies of such reports to the Commission upon demand or at scheduled intervals. The QoS directives issued by the Commission, may include, but not limited to, KPIs such as packet loss, latency, restoration time, round trip time, disaster recover, redundancy international-rerouting, disaster recovery simulation etc.
- 6.2** The Commission may vary, change, amend, modify or revise the QoS standards from time to time and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission. The Licensee shall submit to the Commission monthly reports on its compliance with each of the QoS standards within the first five working days of each Gregorian calendar month, in such form as may be stipulated by the Commission.
- 6.3** If the Licensee fails to meet the QoS standards, the Commission may take necessary legal actions and so may impose the penalties set out by the Commission from time to time.
- 6.4** The Commission may carry out tests on the quality of the Licensed Services and the Licensed System and the Licensee shall extend full co-operational and assistance for the purpose including provision of test instruments and equipment.
- 6.5** The Licensee shall install the equipment for monitoring its QoS and provide access as directed by the Commission from time to time.
- 6.6** The Licensee shall have the obligation to ensure the quality of services Regulations/Directives/ Instructions/Orders/Guidelines issued by the Commission from time to time. All such Regulations/Directives/ Instructions/Orders/Guidelines shall be considered as integral part of this license.
- 6.7** The Licensee may be exempted from its QoS obligation in case of force majeure which are beyond the scope of the Licensees provided that it promptly notifies the Commission and other applicable Licensees of the facts and circumstances. It shall take immediate measures to restore compliance with the QoS standards.

7 NETWORK DESIGN, CONNECTIVITY AND INTEROPERABILITY

7.1 Submarine Cable connectivity

- i. The initial light-up capacity shall be at least 500 Gbps.
- ii. There shall be minimum 01(One) alternative route to planned POPs from CLS. In this regard they shall take necessary transmission services from NICSP operator.

- iii. The proposed network must have detail route plan from CLS to International Point of Interconnection (IPOI).
- iv. The licensee is encouraged to deploy energy efficient solutions supporting the green telecommunication specification.
- v. The Applicant shall indicate its proposed technology, network topology and its designed System capacity in the network Rollout Plan that can be utilized by the users. Applicant shall deploy scalable technology so as to meet the growing international bandwidth demand of Bangladesh in future. The Applicant(s) shall not connect to the system(s) any equipment or system that does not comply with the standard telecommunication equipment/system.
- vi. Connectivity network shall ensure 99.9% service availability.
- vii. ICSP Licensee shall provide 24/7 support to customers and be manned by qualified personnel.
- viii. The Licensee shall ensure end-to-end connectivity, including adequate backhaul arrangements. For domestic backhaul transmission, they shall take it from NICSP.
- ix. Non-facility-based ICSP Licensee shall, where available and technically feasible, prioritize Submarine Cable bandwidth/capacity over ITC Bandwidth/Capacity for carriage of international traffic and shall ensure that the routing does not create single dependence or single point of failure. BTRC may, from time to time, determine and revise the applicable proportional utilization for Submarine Cable and ITC bandwidth/capacity considering technical feasibility, resilience requirements, etc.

7.2 Terrestrial Cable Connectivity

- i. The Licensee shall establish TCLSs at a minimum of two geographically separate locations. TCLS(s) to be located on the trans-border areas. The location of the TCLS will be decided by the Commission, in consultation with the Licensee.
- ii. Initial light up capacity shall be 500 Gbps.
- iii. There shall be minimum 01(One) alternative route to planned POPs from TCLS. In this regard they shall take necessary transmission services from NICSP operator.
- iv. The proposed network must have detail route plan from trans-border point to International Point of Interconnection (IPOI).

- v. The licensee is encouraged to deploy energy efficient solution supporting the green telecommunication specification.
- vi. The Applicant shall indicate its proposed technology, network topology and its designed System capacity in the network Rollout Plan that can be utilized by the users. Applicant shall deploy scalable technology so as to meet the growing international bandwidth demand of Bangladesh in future. The Applicant(s) shall not connect to the system(s) any equipment or system that does not comply with the standard telecommunication equipment/system.
- vii. Connectivity network shall ensure 99.9% service availability.
- viii. ICSP Licensee shall provide 24/7 support to customers and be manned by qualified personnel.
- ix. The Licensee shall ensure end-to-end connectivity, including backhaul arrangements. For domestic backhaul transmission, they shall take it from NICSP.
- x. Non-facility-based ICSP Licensee shall, where available and technically feasible, prioritize Submarine Cable bandwidth/capacity over ITC Bandwidth/Capacity for carriage of international traffic and shall ensure that the routing does not create single dependence or single point of failure. BTRC may, from time to time, determine and revise the applicable proportional utilization for Submarine Cable and ITC bandwidth/capacity considering technical feasibility, resilience requirements, etc.

- 7.3 The licensee shall comply with all technical standards set or approved by the Commission, ensuring interoperability with existing and future telecommunication technologies and equipment for the seamless provision of services under this license.
- 7.4 The Licensee shall design and operate its network with the capability to adopt and operate IPv6. The Licensee shall comply with all directives/ instructions that may be issued by the Commission from time to time regarding IPv6 adoption and migration from IPv4 to IPv6.
- 7.5 The Licensee shall ensure that the deployed system is equipped with adequate facilities to detect and prevent any international voice call and SMS bypassing through its network.

8 MUTUAL RESTORATION AND REDUNDANCY

The licensee shall have arrangement with the existing ICSP licensee for mutual restoration and redundancy. BTRC may issue separate directive regarding the modality for this kind of arrangement.

9 ACCESS, CO-LOCATION, LANDING FACILITIES AND SHARING OF FACILITIES

Where it deems necessary, the Commission may direct the Licensee to provide access, co-location and landing facilities to other ICSP licensee(s). The licensees may lease necessary capacities from each other's terrestrial land cables and sub-sea cables according to the provisions of this license. In case of any kind of infrastructure sharing, licensee shall comply with infrastructure sharing guidelines issued by the Commission.

10 INTERRUPTIONS TO THE SERVICES

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

11 TARIFFS AND PRICING

- 11.1** The Commission reserves the right to determine the tariff as and when necessary. The licensee shall follow the Directives/Instructions, regarding tariff, issued by the Commission from time to time.
- 11.2** Before providing any new service, the licensee shall submit application for tariff approval to the Commission in writing for necessary approval:
 - a)** 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
 - b)** 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.
- 11.3** 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.
- 11.4** 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.

12 LAWFUL INTERCEPTION, MONITORING AND COMPLIANCE

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

- 12.2 The Licensee shall establish and maintain central monitoring arrangements or tools that allow the Commission to monitor operational data in real-time. The Commission may issue directives and technical specifications regarding the tools and methodologies to be used for central monitoring from time to time.
- 12.3 The licensee shall establish, maintain and provide technical arrangements or facility of a central or semi-distributed Deep Packet Inspection (DPI) platform to the Commission. The Commission may issue directives in this regard from time to time.
- 12.4 The licensee shall comply and connect with any future regulatory tools implemented and/or instructed by the Commission. The licensee shall provide all necessary interfaces, APIs, data feeds, equipment, configuration information and technical assistance required for effective integration and continuous, reliable operation of such regulatory tools with the licensee's network.
- 12.5 The licensee shall deploy and maintain Multi Router Traffic Grapher (MRTG) or an equivalent SNMP-based monitoring system. The licensee shall arrange centralized arrangement/platform to provide real-time visibility of all international incoming voice calls and SMS and licensee shall provide necessary access to BTRC.

13 ACCOUNTS AND AUDITING

- 13.1 The Licensee shall maintain separate accounts and other records, in accordance with acceptable accounting practices. The Licensee shall at all times, maintain full and accurate books of accounts and other records reflecting all financial matters, in accordance with the sound and acceptable accounting practices. The Commission reserves the right to issue accounting licenses to the Licensee from time to time.
- 13.2 The Licensee(s) shall comply with all directions issued by the Commission with regard to accounting separation and the proper allocation of costs.
- 13.3 The Licensee(s) shall submit certified copies of its financial records with respect to the yearly audited financial statement of the company that will contain its balance sheet, profit and loss account and cash flow statements etc. The Commission shall have the right to access to originals of such records and accounts.
- 13.4 The Licensee(s) shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues. The Commission shall also have the access to computerized accounting system of the licensee(s) as and when deemed necessary.

- 13.5 All financial transactions (in local and foreign currency) in relation to the License shall be made through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972. The Licensee(s) shall inform the Commission of the details of the accounts in operation. The Licensee(s) shall have to submit statement of all the accounts to the Commission within the first 10 days at the end of each quarter.
- 13.6 The Commission or any person authorized by the Commission shall have the right to take copies of records, documents and other information relating to the licensees' business for the purpose of enabling Commission to perform its functions under the Act and provisions in the license.
- 13.7 Financial & Technical Audit: The Commission may audit the procedure systems and documents to be satisfied about the compliance of the conditions of the license and the directions/instructions/orders/circulars issued by the Commission, and to examine the propriety of the reporting system of the Licensee, and to give directions on these matters.
- 13.8 The licensee shall maintain a foreign currency (FC) account for conducting any foreign transactions and shall submit a statement of that account on a quarterly basis.

14 CORRESPONDENCE, INSPECTION AND REPORTING OBLIGATIONS

- 14.1 The Licensee shall furnish all required information as directed by the Commission from time to time. The format and frequency of submission shall be decided by the Commission.
- 14.2 The Commission or any person authorized by the Commission shall have unfettered right and authority to take the copies of records, documents and other information relating to the Licensee's business, for the purpose of enabling Commission to perform its functions under the Act, regulations and provisions in the License.
- 14.3 The Commission or its authorized representatives shall have free access to the installations and equipment of the licensee and shall have each and every right and authority to inspect such installations at any time and the Licensee shall always provide all sorts of cooperation and assistance including but not limited to use of suitable office accommodation for the purpose of inspection, tests and monitoring.
- 14.4 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. In addition, the Licensee shall submit to the Commission at least three hard copies and one soft copy (scanned PDF) of the audited financial report, including the financial statements presenting the Licensee's financial position and performance.
- 14.5 The ICSP licensee shall preserve the following records/information:

- i. Call Detail Records (CDR), SMS Detail Records (SDR), Transaction Detail Records (TDR), system logs or audit trails related to CDR/SDR/TDR changes, international leased circuit utilization records, routing and signaling logs, BGP/route-server logs, network traffic data, QoS and KPI reports with base data, etc., whichever is applicable.
- ii. System failure records, Simple Network Management Protocol (SNMP) and other NMS traffic data, and bandwidth/utilization records of international links, circuits, trunks and peering/transit interfaces, including per-ANSP/authorized user utilization, as daily logs.

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

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

14.8 The Licensee shall furnish Time Frame for the submission of followings within 60 (sixty) days of obtaining the License:

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

15 SUSPENSION, CANCELLATION, REVOCATION AND FINES

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

- (i) that any information furnished in the Application form for obtaining the License is found incorrect/ false.
- (ii) that the Applicant has obtained the License hiding the information as mentioned below:
 - a. He is an insane person;
 - b. He has been sentenced by a court under any law, other than this Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
 - c. He has been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
 - d. He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
 - e. He has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
 - f. Any of his Licenses has been cancelled by the Commission at any time during the last 5 (five) years;
- (ii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the ICSP License.
- (iii) that any share is transferred or issued or without prior written permission of the Commission.
- (iv) that any of the condition of the guidelines and ICSP License is violated.
- (v) that the licensee has disclose or is involved with the disclosure of any information to anybody/ performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony;
- (vi) that the Licensee is liquidated, bankrupt or insolvent, or that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee itself or a third party against the Licensee;

- (viii) that the Licensee has ceased to carry on business mentioned in this license;
- (ix) that the licensee hides any information for any tariff package, or any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities; or
- (x) that the Licensee violates or purports to violate any sections/terms and/or conditions under the Act/ Any Regulations/ Rules/ Guidelines/ Byelaws/ Directives/ Instructions/ Orders/ Circulars/ Decisions of the Commission etc.

16 IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

- 16.1** In the event of such suspension or the License under section 46 of the Act, the Commission may engage any agency or administrator by examining the financial position, profit and loss of the licensee. The rate and fees of agency/administrator on such tenure shall be decided by the Commission to operate and maintain the systems and services in order to continue with and fulfill the obligations of the licensee towards its clients. The Licensee shall not have any claim for any compensation or any right on the revenue for the same.
- 16.2** Cancellation or suspension of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.
- 16.3** The license shall remain in force until it is terminated/revoked due to any of the following reasons:
 - i. The term of the license expires without renewal;
 - ii. The licensee agrees to the termination of this license; or
 - iii. The license is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this license.
- 16.4** 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 this license.

17 LICENSE/OWNERSHIP/SHARE TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

- 17.1** The Licensee shall seek written approval of the Commission before making any change in its ownership or shareholding. Any change in the ownership or shareholding shall not be valid or effective without the prior written approval of the Commission.
- 17.2** License can be transferred from one entity to another according to the Bangladesh Telecommunication Regulation Act, 2001, in that case license shall seek written approval from the Commission. This License and any right acquired hereunder, whether wholly or partly shall not be transferable and such transfer, if any, without the permission of the Commission, shall be void.
- 17.3** The Licensee shall neither transfer any share nor issue new shares without prior written permission of the Commission.
- 17.4** Any breach of the above conditions contained in the license may result into cancellation of the license.

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

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

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

18 MERGER & ACQUISITION

18.1 In case of merger/amalgamation with any other entity, the Licensee shall take prior written approval of the Commission.

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

19 ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION, TRANSFER OF LICENSE AND DISCRIMINATION

19.1 **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.

19.2 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: asserting false or misleading claims on the availability, price or quality of its services or systems or the services or systems of any other Licensee(s) or competitor(s);

- i. degrading the availability or quality of a Licensee(s) or competitor's services or systems or unfairly raising their business, operational or technical costs;
- ii. unlawfully interfering with the suppliers or subscribers of the Licensee(s) or its competitor(s); or

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

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

20 CYBER AND INFRASTRUCTURE SECURITY & ENVIRONMENTAL

- 20.1** The Licensee shall establish, implement, and maintain robust cybersecurity controls consistent with international best practices and applicable national instruments, including data-privacy standards and anti-spam/fraud controls, DDoS attacks as may be prescribed by the Commission or competent authorities.
- 20.2** The licensee shall cooperate with the designated national Cyber Incident Response Team (CIRT) and any other agency authorized by the Government/Commission regarding new and emerging threats as well as incident management of national magnitude.
- 20.3** 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.
- 20.4** The Commission reserves the right to require the licensee to file environmental assessment by an independent agency should it determine that the cable route, landing of the cable at the specific locations and construction of necessary cable landing stations may impact the environment within the meaning of regulations issued by concerned government authorities.
- 20.5** The Licensee shall adopt internationally recognized environmental practices by (a) using energy-efficient/low-emission and recyclable equipment; (b) integrating renewable energy (e.g., solar, wind, hybrid) where feasible; (c) implementing compliant e-waste management systems; and (d) monitoring and taking steps to reduce greenhouse-gas emissions.
- 20.6** The Licensee shall maintain an organized crisis-management team, support early-warning dissemination as directed, and cooperate with relevant authorities during national emergencies and matters of national security.
- 20.7** In applicable cases, the provisions of the act related to Personal Data Protection, Cyber Security and National Data Governance shall be followed.

21 SIGNIFICANT MARKET POWER (SMP)

- 21.1** The Licensee emerging with Significant Market Power (SMP) shall not abuse its dominant position through anticompetitive conduct.
- 21.2** The Licensee shall have to abide by the provisions of the regulations issued by the Government/Commission regarding SMP.



21.3 The Commission may issue any Order/Decision/Directives on declared SMP operator to ensure healthy competitive telecom environment according to the provisions and market definition as in SMP regulations.

22 NATIONAL EMERGENCIES AND FORCE MAJEURE

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

22.2 In the event of national emergency or national security concern, the relevant section of the Act shall be applicable.

22.3 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 fulfill 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 its consequences.

23 DISPUTE RESOLUTION

23.1 All disputes between the operators, arising out of the Agreements/Memorandums of Understanding executed by the applicant, or anything arising out of such Agreements/Memorandums of Understanding shall have to be resolved through friendly and good-faith discussions within 30 (thirty) days from the date of arising the dispute.

23.2 If the Parties cannot resolve the dispute through discussion, they will refer the matter to the Commission, in accordance with the Bangladesh Telecommunication Act, 2001. The Commission must start mediation process within 60 (sixty) days after the request is made. The decision of the Commission shall be final and binding upon the parties.

23.3 If the parties are aggrieved by the decision of the Commission, then the matter may be finally settled, in accordance with the Arbitration Act, 2001 or through Judicial review. In case of arbitration, the award shall be final and binding upon both parties. The place of arbitration shall be Dhaka or any other place(s) as agreed by the parties and the language of arbitration shall be English.

24 FAIR BUSINESS AND FINANCIAL PRACTICES

- 24.1 The Licensee shall deal with all eligible operators and customers on fair, reasonable and non-discriminatory terms and conditions, and shall not give any undue or unreasonable preference to itself or any person.
- 24.2 The Licensee shall not engage in practices that inhibit or impede fair competition, including abuse of a dominant position, cross-subsidization, margin squeeze, denial of access, or other exclusionary behavior.
- 24.3 The Licensee shall publish clear and accessible information on services, pricing plans, terms and conditions, and procedures for billing, bill enquiries and complaints. Where the Commission so requires, the Licensee shall submit a tariff schedule (including maximum/minimum charges, justification, and standard terms).
- 24.4 The Licensee shall comply with any additional fair-business, tariff, accounting or transparency measures prescribed by the Commission from time to time, including those directed at entities with SMP.
- 24.5 All financial transactions (in local and foreign currency) in relation to the License shall be made through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972.
- 24.6 The licensee shall take care of national security interest in appointing key personnel.

25 CUSTOMER PROTECTION

- 25.1 The Licensee shall publish information about the Services it provides in a form which is easily available to customers. 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.
- 25.2 The Licensee shall inform customers of all its obligations under this license and in particular highlight to its customers the Licensee's obligations of confidentiality and specific use of information.
- 25.3 The Licensee shall operate a client-friendly system which will allow customers to lodge complaints to the Licensee in the event of a breach of any of the terms and conditions of these Guideline.

- 25.4 The Licensee shall submit to the Commission a report indicating the number of complaints received from customers, the nature of such complaints and the steps taken by the Licensee to address those complaints.
- 25.5 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.
- 25.6 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.

26 AMENDMENTS

- 26.1 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 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.



26.2 Disclaimer: Questions or requests for clarification on the contents of this license 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.

27 MISCELLANEOUS

27.1 The Commission reserves the exclusive right to explain or interpret any provision of the License where doubt or ambiguity arises; such explanation shall be final and binding on the Licensee.

27.2 The Regulatory and Licensing Guidelines for International Connectivity Service Provider License shall be an integral part of this license and vice-versa.

27.3 The Government/Commission shall not be liable for any loss, damage, claim, charge, or expense arising from or in relation to the Licensee's activities, its employees, agents, or authorized representatives.

27.4 The Licensee shall not disclose directives or instructions of the Commission relating to national security.

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

27.6 The Appendices annexed herewith shall form integral part of the license.

27.7 The Licensee shall seek written prior approval from the Commission before making amendment or change of its name.

Signed on thisday of, 20.....

for and on behalf of the

Bangladesh Telecommunication Regulatory Commission

Director (Licensing)
Legal and Licensing Division
BTRC



SCHEDULE- 1

DEFINITIONS, INTERPRETATIONS AND ABBREVIATIONS

1. Definitions & Interpretations of Terms

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

- 1.1 **“Act”** means the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) (as amended).
- 1.2 **“Application form”** means a form prescribed for applying for the license to build, operate and maintain ICSP Systems and Services in Bangladesh.
- 1.3 **“Bangladeshi”** means Any Bangladeshi National.
- 1.4 **“Bangladeshi Company”** means any Company registered under Joint Stock of Companies and Firms in Bangladesh, under the Company act 1994, whose share holders are Bangladeshi citizens for the purpose of this license.
- 1.5 **“Cable laying”** means the operation of laying cable.
- 1.6 **“Capacity”** means Capacity shall be categorized as follows:
 - 1.6.1 **Design Capacity.** The ultimate capacity of Terrestrial cable/ wet Segment of submarine cable.
 - 1.6.2 **Initial Equipped Capacity.** The initial equipped capacity of Terrestrial cable/ wet segment of submarine cable at RFCS date.
 - 1.6.3 **Equipped Capacity.** The amount of capacity physically provided in submarine cable/ Terrestrial cable at any given time.
- 1.7 **“Commission”** means the Bangladesh Telecommunication Regulatory Commission established under the Bangladesh Telecommunication Regulation Act 2001.
- 1.8 **“Consortium”** means an association of three or more companies/organizations/ participating entities.
- 1.9 **“Deep water”** means water depths exceeding the limit of shallow water.
- 1.10 **“Government”** means the Government of the People’s Republic of Bangladesh.
- 1.11 **“Guidelines”** means the Regulatory and Licensing Guidelines for issuing license for International Connectivity Service Provider in Bangladesh.
- 1.12 **“ILDC Systems”** means International Long Distance Cable Systems.
- 1.13 **“Interconnection”** means the visible or invisible or physical or logical linking of more than one telecommunication network in order to enable the users of one network to communicate among themselves or to communicate with the users of another network or to avail themselves of the service of the other network.
- 1.14 **“ITU”** means International Telecommunication Union.
- 1.15 **“License”** means an authorization issued by the Commission under Section 36 of the Act, and Regulations issued by the Commission to build, operate and maintain

ICSP Systems and Services for Bangladesh.

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

1.17 **“Light up capacity”** means the amount of bandwidth capacity on a submarine cable/ terrestrial cable system that is active and ready for use.

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

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

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

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

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

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

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

1.23 **“Shallow Water”** means water depths down to a defined limit, typically corresponding to the depths at which fishing or other marine activities occur, thereby creating a higher risk of cable faults. For subsea cable protection purposes, the shallow-water limit is generally considered to be up to approximately 1,000 meters.

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

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

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

2. Abbreviations

ANSP	Access Network Service Provider
BMH	Beach Manhole
BTRC	Bangladesh Telecommunication Regulatory Commission
CLS	Cable Landing Station
CMSP	Cellular Mobile Service Provider
FDI	Foreign Direct Investment
FTSP	Fixed Telecom Service Provider
Gbps	Giga bits per second
ICSP	International Connectivity Service Provider
ICX	Interconnection Exchange
IGW	International Gateways
IIG	International Internet Gateway
ILDC	International Long Distance Cable
IP	Internet Protocol
IPO	Initial Public Offering
IPOI	International Point of Interconnection
IPLC	International Private Leased Circuit
ISP	Internet Service Provider
ITU	International Telecommunication Union
LI	Lawful Interception
NICSP	National Infrastructure and Connectivity Service Provider
POP	Point of Presence
RPL	Route Position List
SEA-ME-WE 4	South East Asia-Middle East-West Europe 4 (SC System)
SLD	Straight Line Diagram
STM	Synchronous Transmission Module
TCLS	Terrestrial Cable Landing Station
THE COMMISSION	Bangladesh Telecommunication Regulatory Commission

SCHEDULE-2
PRO-FORMA OF BANK GUARANTEE (PERFORMANCE)
[Non-Judicial Stamp]

[Date]

[Name of the Bank]

[Address]

To: The Bangladesh Telecommunication Regulatory Commission
Plot # E-5/A, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207.

Sub: Bank Guarantee No.: _____, dated: _____ for Tk. _____ (In word: _____) only in favour of "The Bangladesh Telecommunication Regulatory Commission" as performance security of the rollout obligation.

Dear Sir,

This Bank Guarantee (hereinafter called the "Guarantee") for performance is issued by Name of Scheduled Bank, having its registered office at _____ (hereinafter referred to as the "Bank"), in pursuant to the clause no. _____ of the License no. _____, dated: _____ for providing international connectivity service granted to Name of the Licensee (hereinafter referred to as the "Licensee") by the Bangladesh Telecommunication Regulatory Commission (hereinafter referred to as the "Commission" or "BTRC") under the Bangladesh Telecommunication Regulation Act, 2001.

This Guarantee will serve as performance security for the fulfilment of License's rollout obligations in accordance with the terms and conditions of the License.

The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Commission, upon written demand and without any demur, an amount up to BDT Amount in figures (Taka Amount in words), being the performance security for rollout target of the respective year, in accordance with the following terms and conditions:

- (1) The Bank shall make such payment within 2 (two) days from the receipt of any written demand made by the Commission, notwithstanding any objection or dispute raised by the Licensee or any other party.
- (2) Payment shall be made unconditionally and without reservation including the need for any reference to a third party or the Licensee and without the need for any evidence or proof.
- (3) The decision of the Commission as to whether the Licensee has failed to fulfil the prescribed rollout obligation shall be final and binding on the Bank.
- (4) This Guarantee shall remain valid until such time as the Commission issues written confirmation of satisfactory completion of the corresponding year's rollout target and authorizes release of this Guarantee.

- (5) The Guarantee shall remain fully enforceable and shall not be affected by any variation or modification of the License conditions, nor by any change in the constitution or status of the Licensee or the Bank.
- (6) The Commission shall have the right to invoke all or any part of this Guarantee upon the Licensee's failure to meet the rollout target, non-compliance with License terms, or pursuant to any regulatory action deemed necessary by the Commission.
- (7) Payment is to be made in Taka by crossed cheque in favour of "The Bangladesh Telecommunication Regulatory Commission".

This Guarantee is irrevocable and shall remain in force for the time-period mentioned above from the date hereof. The Bank shall not be discharged or released from its obligations under this Guarantee unless it has paid any or all sums up to the amount as stated in the License and this has been confirmed in writing by the Commission.

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

Signed by,

(Full name and designation)

For and on behalf of:

Name of the Bank

Witnessed by:

1.

(Signature)

(Full Name)

(Father's Name)

(Address)

(Date)

2.

(Signature)

(Full Name)

(Father's Name)

(Address)

(Date)

PRO-FORMA OF BANK GUARANTEE (FINANCIAL SECURITY)

[Non-Judicial Stamp]

[Date]

[Name of the Bank]

[Address]

To: The Bangladesh Telecommunication Regulatory Commission
Plot # E-5/A, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207.

Sub: Bank Guarantee No.: _____, dated: _____ for Tk. _____ (In word: _____) only in favour of "The Bangladesh Telecommunication Regulatory Commission" as financial security.

Dear Sir,

This Financial Security Bank Guarantee (hereinafter called the "Guarantee") is issued by [Name of Scheduled Bank], having its registered office at _____ (hereinafter referred to as the "Bank"), in pursuant to the clause no. _____ of the License no. _____, dated: _____ for providing international connectivity service granted to [Name of the Licensee] (hereinafter referred to as the "Licensee") by the Bangladesh Telecommunication Regulatory Commission (hereinafter referred to as the "Commission" or "BTRC") under the Bangladesh Telecommunication Regulation Act, 2001.

The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Commission, upon written demand and without any demur, any amount up to BDT [Fifty percent of the total amount specified in the Guidelines in figures] (Taka [Amount in words]) to cover any outstanding dues, annual fees, revenue shares, penalties, fines, or any financial liability owed by the Licensee, in accordance with the following terms and conditions:

- (1) The Bank shall make such payment within 2 (two) days from the receipt of any written demand made by the Commission, notwithstanding any objection or dispute raised by the Licensee or any other party.
- (2) Payment shall be made unconditionally and without reservation including the need for any reference to a third party or the Licensee and without the need for any evidence or proof.
- (3) The Commission's written declaration of the Licensee's default in the payment of dues shall be conclusive and binding on the Bank.
- (4) This Guarantee shall remain valid for the entire term of the License, and shall initially be issued for a period of five (05) years, subject to mandatory renewal or extension at least thirty (30) days prior to expiry.

- (5) The Commission may invoke this Guarantee partially or in full to recover any amounts due under the License.
- (6) Full encashment of this Guarantee for non-payment of dues may result in cancellation of the License unless the Licensee resubmits the required Guarantee within the prescribed time.
- (7) The Guarantee shall remain fully enforceable and shall not be affected by any variation or modification of the License conditions, nor by any change in the constitution or status of the Licensee or the Bank.
- (8) Payment is to be made in Taka by crossed cheque in favour of "The Bangladesh Telecommunication Regulatory Commission".

This Guarantee is irrevocable and shall remain in force for the time-period mentioned above from the date hereof. The Bank shall not be discharged or released from its obligations under this Guarantee unless it has paid any or all sums up to the amount as stated in the License and this has been confirmed in writing by the Commission.

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

Signed by,

(Full name and designation)

For and on behalf of:

Name of the Bank

Witnessed by:

1.

(Signature)

(Full Name)

(Father's Name)

(Address)

(Date)

2.

(Signature)

(Full Name)

(Father's Name)

(Address)

(Date)
