



## **BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

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

**No.: 14.32.0000.000.702.99.0003.23.14**

**Date: 10/02/2026**

### **REGULATORY AND LICENSING GUIDELINES**

**FOR**

**FIXED TELECOM SERVICE PROVIDER (FTSP)**

**IN**

**BANGLADESH**

**Lieutenant Colonel Syed Md. Taufiqul Islam, Signals  
Director (Licensing)  
Legal & Licensing Division  
Bangladesh Telecommunication  
Regulatory Commission**

## TABLE OF CONTENTS

1. Introduction.....	2
2. Definitions, Interpretations and Abbreviations.....	3
3. Title.....	3
4. Objectives .....	3
5. Legal References.....	4
6. Licensing Model and Categories .....	4
7. Eligibility and Disqualification.....	5
8. Scope of the License .....	8
9. License Awarding Process.....	10
10. Renewal of License.....	10
11. Migration of Existing Licenses.....	11
12. Fees, Charges and Revenue Sharing.....	13
13. Network Topology, Connectivity and Interoperability.....	16
14. Operational/technical Obligations and Standards.....	21
15. Rollout Obligation and Bank Guarantee.....	24
16. Quality of Service .....	26
17. Tariff and Pricing .....	27
18. Spectrum Assignment.....	27
19. Lawful Interception, Monitoring and Compliance .....	30
20. Subscriber Registration, Confidentiality and Data Privacy .....	31
21. Accounts and Auditing .....	32
22. Communication, Inspection and Reporting .....	32
23. Suspension, Cancellation, Revocation and Fines .....	33
24. Changes in Management/ownership/share Structure.....	35
25. Anti-competitive Conduct and Discrimination .....	37
26. Significant Market Power (SMP).....	38
27. Cyber and Infrastructure Security and Environmental Issues.....	39
28. National Emergencies and Force Majeure .....	41
29. Dispute Resolution.....	42
30. Fair Business and Financial Practices.....	42
31. Consumer Protection.....	43
32. Violations of the License .....	44
33. Amendments and Disclaimer.....	44
34. Miscellaneous .....	45
Appendix-1: Definitions and Interpretations .....	47
Appendix-2: List of Abbreviations .....	53
Appendix-3: Network Topology and Connectivity Scenario .....	55
Appendix-4: License Awarding Process (Evaluation Process) .....	56
Appendix-5: Application Form for FTSP and District FTSP License.....	58
Appendix-6: Generic Form of Declaration/Undertaking .....	63
Appendix-7: Pro-Forma of Bank Guarantee .....	66
Appendix-8: Generic Form of FTSP License .....	70
Appendix-9: Generic Form of District FTSP License .....	107



## **BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

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

### **Regulatory and Licensing Guidelines for Fixed Telecom Service Provider**

#### **1. INTRODUCTION**

- 1.1 Bangladesh Telecommunication Regulatory Commission (hereinafter referred to as "the Commission") has been empowered by and under the Section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (as amended) (hereinafter referred to as "the Act") with the prior approval of the Government to issue licenses for the operation and provision of telecommunication services and to determine the eligibility criteria and other general terms and conditions of licenses.
- 1.2 The Act specifically provides, under the Section 35 and 55, that the establishment, operation or use of telecommunication system including radio apparatus and providing telecommunication services in Bangladesh without a License is an offence, punishable with an imprisonment or a fine or both. The Act also provides exclusive right and authority of the Commission in determining all issues in relation to assignment of spectrum.
- 1.3 The existing regulatory framework required urgent reform to address critical gaps in telecom infrastructure development, fixed broadband expansion, integrated digital service delivery, infrastructure sharing, and inclusive access-particularly for youth and rural communities. In alignment with global trends toward open licensing, transparent governance, and shared infrastructure, the Government felt the necessity to modernize its regulatory institutions and frameworks to enhance regional competitiveness, ensure digital sovereignty, and attract sustainable investment.
- 1.4 With this backdrop, the Government has issued the Telecommunication Network and Licensing Policy, 2025 (hereinafter referred to as "the Policy") on September 18, 2025, with the vision to streamline regulatory mechanisms, promote a level playing field, elevate service quality, and foster sustainable innovation. This reform is expected to serve as a new cornerstone of long-term digital strategy, advancing inclusive growth, resilient digital infrastructure, and a dynamic regulatory framework for the country aligned with the demands of a modern digital economy.
- 1.5 Having given consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, these Regulatory and Licensing Guidelines for Fixed Telecom Service Provider License in Bangladesh are being issued as envisaged in the Policy.
- 1.6 These Guidelines, along with the terms and conditions of the License, should be read in conjunction with the Act, any subsequent legislation, other prevalent laws or sector policies framed by the Government, rules, regulations, orders, decisions, guidelines, directives and other documents of general application issued by the Government or the Commission from time to time.

- 1.7 These Guidelines, may be withdrawn, revised, updated or amended from time to time, according to Section 34 of the Bangladesh Telecommunication Regulation Act, 2001 taking into consideration various factors including, but not limited to, any threat to public health, national security and statutory or court orders.
- 1.8 These Guidelines are approved by the Government and shall come into force and take effect immediately from the date of issuance by the Commission, and shall remain in effect until amended, replaced, or repealed by the Commission through a subsequent order or directive. These Guidelines are available on the official website of the Commission ([www.btrc.gov.bd](http://www.btrc.gov.bd)).

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

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

## **3. TITLE**

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

## **4. OBJECTIVES**

- 4.1 These Guidelines are intended to provide an overview of the licensing and regulatory framework for Fixed Telecom Service Providers in Bangladesh in line with the Policy.
- 4.2 The objectives of these Guidelines are as follows:
  - 4.2.1 To establish a streamlined, transparent, and technology-neutral licensing framework for fixed telecom services, thereby reducing regulatory complexity and promoting consistency with the national network topology.
  - 4.2.2 To create a predictable and business-friendly regulatory environment that encourages long-term investment, fosters innovation, and facilitates deployment of advanced fixed broadband and digital services.
  - 4.2.3 To enable Licensees to adapt to evolving market conditions, consumer demands, and technological advancements with minimal regulatory burden, while ensuring compliance with national requirements.
  - 4.2.4 To promote fair competition among service providers, prevent market dominance, and create opportunities for local entrepreneurs and SMEs to participate in the fixed telecom sector.
  - 4.2.5 To ensure that fixed telecom services are affordable, widely accessible, and of high quality across all regions of Bangladesh.
  - 4.2.6 To position Bangladesh as a competitive destination for international investors, fostering technology transfer, sectoral growth, and regional competitiveness.
  - 4.2.7 To expand service coverage to rural, remote, and marginalized communities, thereby reducing the digital divide and promoting equitable access to education, healthcare, agriculture, and other essential services.

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

## 5. LEGAL REFERENCES

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

- 5.1.1 The Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- 5.1.2 The Wireless Telegraphy Act, 1933 and The Telegraph Act, 1885, for matters which are not covered by the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- 5.1.3 Telecommunication Network and Licensing Policy, 2025.
- 5.1.4 Any Act, Ordinance, Rule(s), Regulation(s), Notification(s), etc. related to Telecommunications as applicable for the Licensee.
- 5.1.5 The Rules, Regulations, Guidelines, Directives, Orders, Directions, Instructions and Decisions issued under the Act, 2001.
- 5.1.6 Judgments and orders passed by the court of competent jurisdiction.

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

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

## 6. LICENSING MODEL AND CATEGORIES

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

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

- 6.2.1 **Fixed Telecom Service Provider License:** This Licensee will be authorized to establish, operate, and maintain fixed telecommunication networks throughout the entire territory of Bangladesh and shall be permitted to provide services nationwide.
- 6.2.2 **District Fixed Telecom Service Provider License:** This shall be a special category of the FTSP License, authorizing the Licensee to provide internet and data services within the administrative area of a specific single District jurisdiction only. Local SMEs with technological entrepreneurship shall be actively encouraged for this category of License.

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

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

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

6.6 **Upgradation and Degradation of License Categories:**

- 6.6.1 The Commission shall establish criteria for licensee upgradation/graduation, based on post-license operational capability, allowing for upgradation to higher categories or administrative degradation. Specifically, multiple District FTSP licensees may merge to upgrade to an FTSP license, provided they collectively demonstrate proven, operational network and service experience across at least 5 (five) Districts. Applicants under this pathway must submit a joint upgradation request with full evidence of the merger and the requisite district-wide experience.
- 6.6.2 To ensure operational viability, an FTSP licensee may voluntarily surrender its national license and apply for a District FTSP license.

## 7. ELIGIBILITY AND DISQUALIFICATION

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

- 7.1.1 Proprietorship, partnership and companies registered with “the Registrar of Joint Stock Companies and Firms” under the Companies Act, 1994 shall be eligible to apply for FTSP or District FTSP License, subject to the conditions set forth in these Guidelines and in conformity with the Policy.
- 7.1.2 The Applicant shall maintain or have arrangements for adequate skilled personnel with experience in telecommunications network design, operation, cybersecurity, and regulatory compliance.

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

- 7.2.1 The Applicant must demonstrate its commitment in deploying and maintaining nationwide fixed telecom network, including backbone, metro, and access segments. This commitment shall be consistent with the rollout obligation set forth in these Guidelines.
- 7.2.2 The Applicant must demonstrate sufficient financial strength, paid-up capital, net worth or credibility, consistent with the rollout obligation set forth in these Guidelines, to establish and operate nationwide fixed telecom infrastructure sustainably.

### 7.3 **Cross-ownership Restrictions:**

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

- 7.3.2 Entities having License in the Cellular Mobile Service Provider (hereinafter referred to as “CMSP”), National Infrastructure and Connectivity Service Provider (hereinafter referred to as “NICSP”), International Connectivity Service Provider (hereinafter referred to as “ICSP”), or Non-Terrestrial Networks and Service Provider (hereinafter referred to as “NTNSP”) category shall not be eligible to obtain a FTSP or District FTSP License.
- 7.3.3 An applicant shall be ineligible for an FTSP or District FTSP License if the applicant themself or any of their owner, partner or shareholder is affiliated with any entity, licensed under FTSP, District FTSP, CMSP, NICSP, ICSP or NTNSP category from the Commission.
- 7.3.4 Where any shareholder of an applicant for an FTSP or District FTSP 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 concerned shareholder 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 FTSP or District FTSP License.
- 7.3.5 Any attempt to circumvent these cross-ownership restrictions shall be treated as a material violation of License conditions and shall attract regulatory action, including refusal, suspension, or cancellation of License.

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

- 7.4.1 Foreign ownership in entities holding the FTSP or District FTSP License shall be limited to a maximum of 85% of the total equity, with exceptions only where intergovernmental agreements are to be respected.
- 7.4.2 A minimum of 15% equity shall be retained through mechanisms that ensure meaningful domestic participation. Acceptable arrangements include joint ventures with local partners, public listing on a recognized national stock exchange, or other investment structures approved by the Commission. Domestic investors may hold up to 100% equity in the FTSP or District FTSP License, without restriction.
- 7.4.3 Entities originally licensed under the Foreign Private Investment (Promotion and Protection) Act, 1980, those within the scope of Bangladesh’s commitments under the General Agreement on Trade in Services (GATS) or under any related acts, shall be eligible for up to 85% foreign equity, given the capacity of the local market, a grace period of up to three (03) years from the date of the Policy approval shall be granted to ensure full compliance with this provision. Such entities must maintain compliance with the terms of their original authorization and all applicable legal and regulatory requirements.
- 7.4.4 In case of foreign investment, the entity shall follow the FDI policy and foreign exchange laws of Bangladesh and all the rules, regulations and instructions of Bangladesh Bank (BB), Bangladesh Investment Development Authority (BIDA) and any other competent authority of the Government shall be binding to the Licensee.

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

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

- (a) He is an insane person.
- (b) He has been sentenced by a Court under any law, other than this Act, to imprisonment for a term of minimum 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment.
- (c) He has been sentenced by any Court for committing of any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment.
- (d) He has been declared bankrupt by any Court and has not been discharged from the liability of bankruptcy.
- (e) He has been identified or declared by the Bangladesh Bank or by a Court or by a bank or financial institution as a loan defaulter of that bank or institution.
- (f) His License has been cancelled by the Commission at any time during the last 5 (five) years.
- (g) He is convicted of any violation of the Act or any License condition.

7.5.2 Without prejudice to any other remedy that may be available to it, the Commission reserves the right to disqualify any applicant 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 the License.
- (b) If any misrepresentation of facts, submission of false documents, or concealment of material information in the License application is detected at any phase of the process.
- (c) If the applicant attempts to make illegal conduct in the Evaluation procedure or improper attempts to influence the outcome, or delay or disrupt the process.
- (d) If the applicant tries to adopt any "corrupt practice" meaning the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in relation to licensing process provided in the guidelines.
- (e) If the applicant tries to avail any "fraudulent practice" or misrepresentation of the facts in order to influence the results of the licensing process established by the Guideline.
- (f) If the applicant fails to submit the supporting document as per the provisions of section 36 of Bangladesh Telecommunication Regulation Act, 2001 and also fails to submit the form with necessary documents.
- (g) If the applicant fails to meet the financial solvency requirements, technical competency standards, or lawful interception obligations as prescribed by the Commission.
- (h) If the applicant has any outstanding dues to the Government/Commission, regarding which there is no dispute, case, arbitration, or any other legal proceedings.

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

## **8. SCOPE OF THE LICENSE**

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

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

8.2.1 Fixed internet (including broadband) and data services.

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

8.2.3 Domestic leased lines.

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

8.2.5 IP telephony services.

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

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

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

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

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

8.3 The District FTSP Licensee shall be authorized to provide the following services within a particular District using either wired or fixed-wireless technologies:

8.3.1 Internet and data services.

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

8.3.3 VAS associated with internet and data services.

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

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

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

## **9. LICENSE AWARDING PROCESS**

9.1 Any entity willing to provide fixed telecommunication services in Bangladesh, in accordance with these Guidelines, shall have to obtain FTSP or District FTSP License subject to the fulfilment of all conditions set forth in these Guidelines. No entity shall

establish/operate/maintain fixed telecommunication networks in Bangladesh without a valid License obtained in accordance with these Guidelines.

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

- 9.2.1 The applicant shall submit Application for the License, in accordance with these Guidelines, in applicant’s letterhead pad.
- 9.2.2 The application, in general, shall include the following documents/information:
  - (a) Application Form duly filled in, signed and sealed, along with all the necessary documents and information, according to the format appended in Appendix-5 of these Guidelines.
  - (b) Declaration/Undertaking on non-judicial stamp sworn before the notary public of Bangladesh, according to the format appended in Appendix-6 of these Guidelines.
  - (c) Rollout and expansion plan covering urban, rural, and underserved regions, aligned with the rollout obligations of these Guidelines.
  - (d) Detailed financial projection and business plan, consistent with the rollout obligations of these Guidelines and certified by a Chartered Accountant.
- 9.2.3 The application for FTSP License, additionally, shall include the financial solvency and liquidity, consistent with the rollout obligations of these Guidelines and supported by audited financial statements and valid bank certifications.
- 9.2.4 The applicant shall submit 02 (two) copies of its application with all relevant documents of which 01 (one) shall be original. The applicant shall also submit soft copy of all the documents in portable storage device (Word and scanned PDF format) along with its application.
- 9.2.5 In the event the Commission requires additional information from the applicant(s), the Commission may request for such information in writing to the applicant(s). The information requested for must be forwarded within the stipulated time as decided by the Commission.
- 9.2.6 Each page of the application including all other supporting documents shall have to be authenticated/signed by the applicant’s authorized personnel.
- 9.2.7 The applicant for District FTSP must specify in its application the name of the ‘District’ for which the License is sought. The authorization under this License shall be restricted to the geographic boundaries of the concerned District, as determined by the Commission.
- 9.2.8 The Commission reserves the right to modify the application form as well as list of required documents to be submitted to the Commission as and when required.

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

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

- 9.3.2 As part of processing FTSP License applications, the Commission shall conduct an inspection at the Applicant's premises to assess the financial and technical capability of the Applicant to operate its network in accordance with these Guidelines and the respective License.
- 9.3.3 After completion of evaluation of the application documents, the evaluation committee will submit their recommendation to the Commission within the stipulated time.
- 9.3.4 After necessary approval, the Commission will notify the concerned applicant(s) regarding the approval of its application for the issuance of a new FTSP or District FTSP License, whichever is applicable, and request thereof to deposit applicable fees and charges in favour of the Commission.
- 9.3.5 After the applicant deposits the requested fees and charges, a new FTSP or District FTSP License, whichever is applicable, will be awarded in favour of the Applicant. If the applicant fails to deposit the requested fees and charges to the Commission, within the stipulated time, the Commission may cancel the approval of awarding the License.
- 9.3.6 Notwithstanding the above, the Government/Commission reserves the right and authority to reject any application at any time without assigning any reason whatsoever that, in its opinion, is not in public interest or does not align with the objectives of the Policy.
- 9.4 All new applications for FTSP or District FTSP License(s) shall be considered exclusively for the licensing categories set forth in these Guidelines. The Commission, hereinafter, shall not receive or process any more application(s) for the issuance of any Nationwide/Divisional/District/Upazila/Thana Internet Service Provider (hereinafter referred to as "ISP") or Public Switched Telephone Network (hereinafter referred to as "PSTN") Licensee(s).
- 9.5 Application for migration to any category of License, in accordance with these Guidelines, shall be considered and treated as an application for new License and shall be processed according to the procedures set forth in these Guidelines.

## **10. RENEWAL OF LICENSE**

- 10.1 Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 10 (ten) years in duration, subject to the approval from the Government, payment of necessary fees and charges, fulfilment of all conditions and requirements set forth in these Guidelines, and to such terms and conditions, as may be specified herein and/or by the Commission at the time of each renewal. The application form with necessary information is appended in Appendix-5 of these Guidelines.
- 10.2 The Licensee(s) shall apply before 180 (One hundred and eighty) days of the expiration of duration of its License for renewal or else the License shall stand cancelled after the expiry date of the License as per law. If the Licensee continues its business thereafter without valid License, penal action shall be followed.
- 10.3 In order to be eligible for the renewal, Licensees must comply with the applicable Quality of Service (hereinafter referred to as "QoS") benchmarks, roll-out obligations, and regulatory provisions as defined in these Guidelines. In addition to the performance of the Licensee in meeting these benchmarks, the following performance indicator shall be considered during the evaluation of License renewals:
  - 10.3.1 Successful fulfilment of rollout obligations.

- 10.3.2 Having a clean compliance record with respect to payment of regulatory fees, revenue sharing, and reporting obligations.
- 10.3.3 Adoption of IPv6 and complete migration from IPv4 to reduce dependency on limited IPv4 address space.

## **11. MIGRATION OF EXISTING LICENSES**

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

### **11.1.1 Migration to FTSP License:**

- (a) Existing Nationwide and Divisional ISP Licensees, and PSTN Licensees, shall be eligible to migrate to FTSP License.
- (b) Existing District ISP Licensees shall also be eligible to migrate to FTSP License, subject to the fulfilment of the following eligibility criteria in addition to other/common eligibility requirements, of these Guidelines:
  - (1) Shall meet all the requirements and obligations prescribed for FTSP License in these Guidelines.
  - (2) Must demonstrate capacity and commitment to expand operations beyond a single District and provide services across the territory of Bangladesh, including rural and underserved areas, in accordance with the rollout obligations set forth in these Guidelines.
  - (3) Must have a clean compliance record with respect to regulatory issues and payment of regulatory fees, revenue sharing, and reporting obligations.
- (c) Existing Internet Protocol Telephony Service Provider (hereinafter referred to as “IPTSP”) licenses shall be merged with the corresponding ISP licenses during the migration process.

### **11.1.2 Migration to District FTSP License:**

- (a) Existing District and Upazila/Thana ISP Licensees shall be eligible to migrate to District FTSP License.
- (b) Local SMEs with technological entrepreneurship shall be actively encouraged under the District FTSP License, making the licensing framework more SME-friendly.

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

### **11.1.4 Exclusivity of License Category:**

- (a) Notwithstanding any other provision, any existing Nationwide, Divisional, District, Upazila, or Thana categories of ISP, IPTSP, or PSTN Licensee already licensed under CMSP, NICSP, ICSP or NTNISP categories, shall not be eligible to be issued FTSP or District FTSP License.
- (b) Where any shareholder of an applicant for an FTSP or District FTSP License holds a share capital in any other telecommunications license issued by the

Commission, the issuance of the new FTSP or District FTSP license shall be conditional upon the submission of a Divestment Undertaking. The Divestment Undertaking shall be a formal commitment, executed by the concerned shareholder 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 FTSP or District FTSP License.

**11.1.5 Irrevocable Forfeiture of Prior Category Rights:** Upon completion of a migration to an FTSP or District FTSP License, the Licensee's entitlement to any previous CMSP, NICSP, ICSP or NTNNSP License status is irrevocably forfeited. This forfeiture applies to both the future acquisition of and migration to the aforementioned License types.

## 11.2 Merged Migration for FTSP License

**11.2.1** Eligibility for migration under this merger pathway shall be contingent upon the merged entity demonstrating, to the satisfaction of the Commission, that the constituent licensees collectively possess verifiable and operational experience in network deployment and service provision across a minimum of 5 (five) Upazilas. This experience must be current and substantiated through network diagrams, service records, and other evidence as may be prescribed.

**11.2.2** Entities seeking to migrate via this merger pathway shall submit a joint application for an FTSP or District FTSP license. The application dossier must include:

- (a) The final merger agreement and certificate of incorporation of the new legal entity.
- (b) Documentary evidence substantiating the collective network and service experience across the required five 5 (five) Upazilas.
- (c) A consolidated network rollout plan for the proposed FTSP service area.
- (d) Any other documents as specified in the application guidelines.

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

**11.4** All applications for migration shall be subject to full compliance with the terms, conditions, and provisions stipulated in these Guidelines for new License applications, including but not limited to the prescribed eligibility criteria, License awarding procedures, rollout obligations, and any other requirements as determined by the Commission.

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

**11.6** Existing Nationwide, Divisional, District, Upazila, or Thana categories of ISP, and PSTN Licensee(s) that migrate before the expiry of their current License shall be entitled to the adjustment of the License Acquisition Fee and Annual License Fees paid under the current License based on the remaining duration of their existing License, as set forth in these Guidelines.

11.7 Application for migration has to be submitted in accordance with the provisions set forth in these Guidelines, at any time before the expiry of their respective License.

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

11.9 Upon successful migration, the Commission shall issue new FTSP or District FTSP License, whichever is applicable, in accordance with these Guidelines. Following such migration, the rights and obligations of the existing licenses shall be subsumed under the newly issued FTSP or District FTSP License, as applicable, and the legacy licenses shall cease to have effect. Before such issuance, the Applicant shall have to surrender the previous License from which the migration is being done.

11.10 The Government shall not provide any financial incentive, subsidy, or waiver for the migration process. Licensees must obtain new licenses through fresh investment as per the terms of the new policy.

## 12. FEES, CHARGES AND REVENUE SHARING

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

<b>Fees and Charges for FTSP License</b>		
a.	Application Processing Fee	BDT 50,000/-
b.	License Acquisition Fee	BDT 20,00,000/-
c.	License Migration Fee	BDT 8,00,000/-
d.	Annual License Fee	BDT 10,00,000/-
e.	License Renewal Fee	BDT 15,00,000/-
f.	Bank Guarantee	BDT 20,00,000/-
g.	Revenue Sharing	2% of annual audited gross revenue relevant to IP Telephony services
h.	Social Obligation Fund	BDT 5,00,000/-

<b>Fees and Charges for District FTSP License</b>		
a.	Application Processing Fee	BDT 10,000/-
b.	License Acquisition Fee	BDT 1,00,000/-
c.	License Migration Fee	BDT 50,000/-
d.	Annual License Fee	BDT 50,000/-
e.	License Renewal Fee	BDT 1,00,000/-
f.	Bank Guarantee	BDT 50,000/-

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

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

12.4 **License Migration Fee:**

12.4.1 The approved applicant shall pay the License Migration Fee within 30 (thirty) Gregorian calendar days of being notified by the Commission of its approval of

the application. However, this fee shall be applicable only for migrating Licensees.

12.4.2 The License Acquisition Fee already paid by the current Licensee (at the time of application) 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 current License period shall be considered, and any fraction of a year shall be excluded from consideration.

**12.5 Annual License Fee:**

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

12.5.2 From the 2<sup>nd</sup> year of the issuance of the License, the Licensee shall pay the Annual License Fee to the Commission in advance, and which shall be applicable for the subsequent years till the License validity date.

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

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

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

**12.8 Revenue Sharing:**

12.8.1 FTSP Licensee shall pay a sum equivalent to 2% (two percent) of the annual audited gross revenue of the Licensee, relevant to IP Telephony services only, as revenue share.

12.8.2 Revenue sharing for FTSP License shall be applicable from the third year of issuance of the License. No revenue (0%) shall be shared for the first 2 (two) years from the date of issuance of the FTSP License. However, for migrating FTSP Licensees, revenue sharing shall be applicable from the first year of issuance of the License.

12.8.3 Revenue share shall be paid on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter on quarterly gross revenue. The total revenue share shall be reconciled on an annual basis based on the Licensee's audited accounts for that year. If there has been any underpayment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any over payment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission.

12.8.4 Revenue sharing shall not be applicable for District FTSPs.

**12.9 Social Obligation Fund:**

12.9.1 FTSP Licensee shall pay a sum equivalent to BDT 5,00,000/- (five lac taka) as contribution to Social Obligation Fund (SOF).

12.9.2 Contribution to SOF for FTSP License shall be applicable from the third year of issuance of the License. No contribution shall be applicable for the first 2 (two) years from the date of issuance of the FTSP License. However, for migrating FTSP Licensees, contribution to SOF shall be applicable from the first year of issuance of the License.

12.9.3 This contribution to SOF shall be paid on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that fiscal year and if there has been any under payment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any over payment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission.

12.9.4 Contribution to social obligation fund shall not be applicable for District FTSPs.

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

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

12.12 **Annual Audited Gross Revenue:**

12.12.1 For the consideration of revenue sharing, Annual Audited Gross Revenue would refer to the total revenue earned by the Licensee from all licensed services and activities authorized under the FTSP or District FTSP License during a financial year, before deduction of any operating expenses, taxes, commissions, or other charges, and as verified by an independent auditor registered with the Institute of Chartered Accountants of Bangladesh (ICAB). Such revenue shall include, but not be limited to:

- (a) Income from broadband, data, voice, and IP-based communication services;
- (b) Charges received from domestic leased line and enterprise connectivity services;
- (c) Revenue from infrastructure sharing, co-location, and bandwidth resale;
- (d) Income derived from installation, activation, maintenance, and service charges related to licensed services; and
- (e) Any other fees or payments received from subscribers or other operators arising directly from the provision of services under this License.

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

12.13 All fees and charges, paid by the Licensee in accordance with these Guidelines, are non-refundable and are payable in favour of “Bangladesh Telecommunication Regulatory Commission (BTRC)” in the form of bank draft or pay order from any scheduled bank of Bangladesh. Fees and charges may also be paid through any other payment system approved by Bangladesh Bank (e.g. BEFTN/EFTN/RTGS/NPSB) with prior approval from the Commission.

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

### **13. NETWORK TOPOLOGY, CONNECTIVITY AND INTEROPERABILITY**

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

13.2 **International Connectivity:**

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

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

13.2.3 FTSP Licensee shall be able to independently enter into international service arrangements, including IP transit (for internet data bandwidth), carrier contracts (for voice service), provided that all such services are accessed through leased circuit provided by ICSP licensees. Prior to the commencement of such services, FTSPs shall have to establish, maintain, and provide to the Commission a technical arrangements or facility based on Deep Packet Inspection (DPI) for traffic monitoring and classification. The Commission shall issue necessary directives regarding the modality and detail requirements of such monitoring facility from time to time.

13.2.4 When the FTSP Licensee terminates international incoming voice or sends outgoing international voice directly by contracting 3<sup>rd</sup> party carriers through the connectivity extended by ICSP, revenue sharing for such international calls shall be as follows:

(a) For International Incoming Calls:

- i. International incoming call termination rates shall be decided by the Commission, which may be reviewed from time to time.
- ii. After deducting VAT (if applicable), the prevailing international incoming call rates in Bangladesh Taka (BDT) shall be shared in the following proportion.
  - FTSP shall pay to the Commission 70% (seventy percent) of the call rates.
  - FTSP may keep the remaining 30% (thirty percent) of the call rates.

(b) For International Outgoing Calls:

- i. International outgoing call rates and overseas settlement rates shall be approved by the Commission upon the Licensees' proposal. These rates may be reviewed from time to time by the Commission. The ICSP Licensee shall pay the settlement amount to the overseas carrier. FTSP shall collect VAT (in BDT) during international outgoing calls from subscribers and shall pay VAT to the government. The revenue shall be calculated according to the following formula:

$$Z = (Number\ of\ Pulse \times X) - (Number\ of\ Pulse \times Y)$$

Where,

“X” = Call rate (in BDT) per pulse; and

“Y” = Specific settlement rate (in BDT) payable to overseas carriers per pulse.

- ii. The pulses shall be equal for both “X” and “Y” rates and to be determined by the commission while approving rates.
- iii. The “Z” balance amount shall be shared according to the following proportion:
  - FTSP shall pay 55% (fifty five percent) of “Z” to the Commission.
  - FTSP may keep the remaining 45% (forty five percent) of “Z”.

13.2.5 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.

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

**13.3 Domestic Interconnection and Peering:**

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

- (a) The Commission shall, prior to the expiration of existing Interconnection Exchange (hereinafter referred to as “ICX”) licenses, issue separate directives specifying the new arrangements for domestic voice interconnection. These directives shall include detailed provisions relating

to traffic monitoring, revenue-sharing mechanisms, and other associated regulatory matters. Once issued, such directives shall be binding on all concerned Licensees.

- (b) The Commission shall, before the deregulation of National Internet Exchange (hereinafter referred to as "NIX") licenses, issue necessary directives outlining the regulatory framework for domestic internet peering. These directives, once issued, shall be legally binding upon all concerned Licensees and parties.
- (c) FTSPs shall have to participate mandatorily in domestic voice interconnection and internet peering arrangements as prescribed by the Commission. All such arrangements shall be established and operated in accordance with the aforementioned directives issued by the Commission for this purpose.
- (d) For the establishment of interconnection and/or peering arrangements, the Commission may, at its discretion, permit CMSP and FTSP Licensees to form a consortium or to engage qualified entities, such as the NICSP, selected through a competitive process conducted under the supervision and directives of the Commission.
- (e) Voice interconnection and internet peering shall be maintained as logically separate systems. However, physical separation is not mandatory. Active infrastructure sharing for domestic interconnection and peering exchanges is encouraged to enhance operational efficiency and cost-effectiveness. However, such sharing shall be governed by the prevailing Infrastructure Sharing Guidelines or any specific instructions issued by BTRC.
- (f) FTSPs shall ensure at least one redundant connectivity path for all critical interconnections and peering arrangements to maintain service continuity.
- (g) All Licensees shall periodically conduct failover and recovery testing of interconnection and peering systems and submit compliance and test reports to the Commission, as and when required.
- (h) FTSPs shall maintain interconnection on fair, reasonable, and non-discriminatory (FRND) terms and shall not enter into any agreement that restricts competition, limits market access, or reduces consumer choice.

**13.3.2 Interim Framework for Domestic Interconnection and Peering:** The procedures and conditions governing the interim arrangement for domestic voice interconnection and internet peering shall be in accordance with the procedures and conditions prescribed herein, which shall collectively be referred to as the "Interim Framework".

- (a) FTSPs shall maintain interconnection with the Licensed ICX operators for voice services, in accordance with the relevant licensing Guidelines. This interconnection shall continue only until the expiry of the existing ICX licenses.
- (b) As long as this interim interconnection framework is maintained, prevailing interconnection tariff and charges shall be applicable.
- (c) FTSPs may maintain domestic internet peering for internet services through licensed NIX operators, in accordance with the relevant licensing Guidelines. This peering may continue only until the expiry or deregulation of the existing NIX licenses or any alternative date stipulated by the Commission.

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

### **13.3.3 Provisions for Voice Services:**

- (a) International voice calls originating from or terminating in Bangladesh may be routed either through the international connectivity established in accordance with Clause No. 13.2 of these Guidelines or through the ICX as defined under the Interim Framework.
- (b) Notwithstanding the above, during the validity of the Interim Framework, all domestic off-net voice calls shall be routed only through the ICX. Upon the expiry or withdrawal of the Interim Framework, all such domestic off-net calls shall be routed through the voice interconnection arrangement established under the New Framework.

### **13.4 Transmission Facilities:**

- 13.4.1 FTSPs and District FTSPs shall lease domestic transmission facilities only from licensed NICSP(s).
- 13.4.2 The deployment of fibre-optic connectivity between the Licensee's (FTSP or District FTSP) telecommunication infrastructure, except for the last mile segment, shall be carried out only by the Licensed NICSP(s). This provision shall extend to the connectivity between the Licensee's Network Operations Centre (hereinafter referred to as "NOC") and Point of Presence (hereinafter referred to as "PoP"); and between their PoPs. However, when such facilities are not available from NICSP Licensees, FTSP or District FTSP shall follow the procedures mentioned in NICSP licensing guidelines.
- 13.4.3 To support the development of robust access networks, FTSP and District FTSP Licensees may lease dark fibre from NICSPs in accordance with applicable guidelines.

### **13.5 Deployment of Last Mile Connectivity:**

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

#### **13.5.2 Limitations and Conditions for Last-Mile Connectivity:**

- (a) In city corporations and municipalities (Pourashava), the length of last mile connection shall be limited to the minimum feasible distance required to connect the end user from the nearest PoP located within the same ward as the end user.
- (b) In other areas, if no PoP is available within the same union as that of the end user, the last-mile connection may be extended only up to the minimum feasible distance required to connect the end user from the nearest PoP situated within an immediately adjacent union. This exception shall not be applicable to urban or metropolitan areas.
- (c) Where connectivity to the end user requires extension beyond the aforementioned limits, such connectivity shall be obtained through the network and infrastructure of the Licensed NICSP(s), in full compliance with the applicable interconnection and infrastructure sharing provisions prescribed by the Commission.

- 13.5.3 In case of deploying last mile connectivity, the Licensee shall follow all regulations, rules, instructions, orders, and/or directives of the local authority.
- 13.5.4 FTSPs and District FTSPs may also request the Licensed NICSP(s) to provide necessary last mile connectivity.
- 13.5.5 FTSPs and/or District FTSPs may build/deploy last mile network jointly with NICSP Licensees subject to the prior approval of the Commission and the provisions set forth in these Guidelines.
- 13.6 **De-cluttering of Overhead Optical Fibre and Wired Networks:** The Licensee shall ensure that the deployment of overhead optical fibre and wired networks is carried out in a safe, coordinated, and efficient manner to prevent congestion, duplication, and public hazards. The Licensee shall participate in and comply with any de-cluttering, rationalization, or infrastructure-sharing initiatives directed by the Commission to optimize the use of telecom infrastructure and minimize wastage of national resources.
- 13.7 **Interoperability:** Conditions for interoperability requirements are as follows:
  - 13.7.1 FTSPs shall ensure compatibility of signalling, routing, numbering, and addressing systems with other licensed operators, in line with standards prescribed by the Commission from time to time. This is essential for ensuring seamless voice calls between authorized/licensed voice service providers.
  - 13.7.2 FTSPs and District FTSPs shall maintain and update routing databases, and IP addressing in coordination with the Commission and other relevant licensed operators.
  - 13.7.3 FTSPs and District FTSPs shall ensure redundancy, resilience, and adequate capacity at interconnection points to maintain service quality and prevent congestion.
  - 13.7.4 FTSPs and District FTSPs shall ensure that the services provided under their License can seamlessly interoperate with corresponding services of other licensed operators.
  - 13.7.5 FTSPs and District FTSPs shall facilitate interoperability with emergency services, lawful interception systems, and government-mandated platforms.
  - 13.7.6 For ensuring interoperability and to provide services under these guidelines the Licensee shall make Service Level Agreement with other appropriate Licensees of the Commission and shall:
    - (a) Submit all concluded interconnection and other agreements to the Commission within 15 (Fifteen) days of signing the agreement; and
    - (b) Comply with all other access, backbone and interconnection obligations including Service Level Agreement as stipulated by the Commission or as issued by the Commission from time to time.
  - 13.7.7 The Licensee shall not impose any technical or other conditions, which may hamper access, backbone or interconnection apart from that stipulated by the Commission nor shall the Licensee inhibit access, backbone or interconnection through other ways or means.
- 13.8 All sorts of interconnections shall follow the applicable Interconnection Regulations and numbering plan provisions issued or to be issued by the Commission.
- 13.9 The Commission may issue additional instructions/directives on domestic interconnection and peering arrangement, any matters concerning to connectivity, interoperability requirements or prescribe technical standards, and protocols for

interconnection from time to time, which shall be considered an integral part of these Guidelines and shall be legally binding on the Licensee.

#### **14. OPERATIONAL/TECHNICAL OBLIGATIONS AND STANDARDS**

- 14.1 FTSPs and District FTSPs shall be independently responsible for the deployment and operation of their fixed access networks using radio and/or fibre, as applicable.
- 14.2 All domestic traffic within own network of FTSPs or District FTSPs will be routed directly through its own network.
- 14.3 All FTSPs and District FTSPs shall route all domestic internet/inter-operator traffic through the domestic interconnection and peering arrangement set forth in these Guidelines or other domestic peering points approved by the Commission.
- 14.4 The Licensee shall establish a Network Operations Centre (NOC) to be operated on a 24/7 basis for network monitoring, maintenance, and service assurance.
- 14.5 Where entitled, fibre cables along roads must be placed underground in areas with existing road codes, complying with telecom-grade specifications.
- 14.6 **Migration to IPv6:** New or renewing Licensees must adopt IPv6 and complete migration from IPv4 to reduce dependency on limited IPv4 address space, in accordance with the technical guidelines provided by the Commission.

##### **14.7 Usage of Equipment:**

- 14.7.1 The Licensee will connect its subscribers using appropriate equipment and technology in conformance of the scope of its service.
- 14.7.2 Only equipment models or types approved by the Commission shall be used in licensed radiocommunications networks and systems. In case of an equipment model or type that has not been approved, clearance for the use of such equipment must be obtained from the Commission.
- 14.7.3 The Licensee shall not initiate any import/purchase of any telecommunication equipment/apparatus (radio or non-radio) required for its network and/or operation without having prior permission from the Commission.
- 14.7.4 The Licensee shall not sell any equipment imported/purchased by them under the FTSP or District FTSP License(s) to anybody without any prior permission of the Commission.
- 14.7.5 The Licensee shall not connect to the systems, any equipment or system(s) that does not comply with the national standards for telecommunication apparatus set by the Commission.
- 14.7.6 Technical characteristics of equipment used under these Guidelines shall be in conformity with the ITU and other related International Standards. The Licensee shall provide details of the proposed apparatus before the installation of the system.

##### **14.8 Testing and Emergency Alert Obligations:**

- 14.8.1 The Licensee shall maintain simulation and testing laboratories to validate network upgrades and new features. Service-affecting upgrades shall be scheduled maintenance windows with prior customer notification.
- 14.8.2 The Licensee must integrate and comply with national emergency alert systems for early warnings on disasters and national security events, per directives from the Commission and relevant governmental entities.

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

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

- 14.10.1 Voice services will be provided with separate numbering plan. Applicable numbering plan shall be assigned to the Licensee by the Commission.
- 14.10.2 The Licensee shall comply with any national numbering plan provided by the Commission with regard to the same and abide by all guidelines on usage, allocation and assignment of numbers issued by the Commission. The Licensee shall provide justification for the use of numbers if called for by the Commission, in any application and shall seek to ensure efficient allocation and usage of the numbers amongst its subscribers.
- 14.10.3 Any numbering plan assigned to the Licensee by the Commission is the property of the Commission; the Licensee and its subscribers shall not have proprietary rights in the numbering plan and telephone numbers assigned under the numbering plan respectively. The Commission reserves the right to amend or reallocate any numbering plan upon written notice to the Licensee at the cost, if any, of the Licensee.
- 14.10.4 The Licensee shall inform the Commission on any arrangements for the allocation and reallocation of numbers and codes within its own numbering plan, and prepare and furnish to the Commission its proposals for developing, adding to or replacing the numbering plan relating to the services.
- 14.10.5 The Licensee shall comply with the framework, arrangements and requirements prescribed by the Commission, for any matters relating to numbering plan, including all relevant Codes of Practice, directions and notifications which the Commission may issue from time to time.

14.11 **Sharing of Facilities:**

- 14.11.1 All the Licensed operators shall share the infrastructures in accordance with the prevailing Infrastructure Sharing Guidelines of the Commission.
- 14.11.2 Where it deems necessary, the Commission may direct the Licensee to share facilities and/or infrastructure with other Licensees, and the Licensee shall cooperate and work with other Licensees for infrastructure sharing.

14.12 **Commencement of Service:**

- 14.12.1 The Licensee shall start providing the service to its subscribers within 06 (six) months from the date of License issuance. Time extension may be considered by the Commission upon receiving of written application regarding time extension from the Licensee stating valid reasons thereof, failure to which may lead to the cancellation of License.
- 14.12.2 The Licensee shall have to obtain necessary approval from the Commission before providing the services commercially.

14.13 **Continuation of Service:** The Licensee shall not discontinue providing services under the FTSP or District FTSP License, unless the Licensee notifies the Commission, probable affected customers and other stakeholders at least 90 (ninety) days prior written notice of such discontinuation. In case of maintenance or unavoidable circumstances for temporary interruption, the Licensee shall have to obtain prior written

approval of the Commission and provide reasonable advance notice to all stakeholders to be affected by such interruption or suspension.

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

- 14.14.1 Cybercafé must have an office with valid address and must have at least two phone numbers and one e-mail address for contact.
- 14.14.2 Cybercafé shall have to keep the record of the visiting user's name and address or National ID Card No. in a register.
- 14.14.3 To provide privacy, only for the screen/monitor, a partition may be used. However, the maximum height would be 4 feet from the floor level. Any kind of door or restriction is not allowed in the entrance of booth (workstation/terminal).
- 14.14.4 During School time, uniformed students shall not be allowed to access the cybercafé. If they can provide any recommendation from school authority or guardian, they may be allowed access only for educational needs.
- 14.14.5 A complaint box should be provided in an open place of the cybercafé. The Licensee shall maintain a register and take necessary actions about the complaints of the subscribers. The Licensee shall submit report on quarterly basis to the Commission about the complaints of the subscribers and the actions taken on those complaints.
- 14.14.6 The bandwidth or internet connection cannot be used for any illegal operation. No pornographic and subversive sites shall be allowed to be accessed.
- 14.14.7 The Licensee shall submit to the Commission half yearly report, within the thirty first of July and January on the quality of service offered to its subscribers, indicating the level of performance achieved by cybercafé during the preceding half year.
- 14.14.8 BTRC and/or Law Enforcing Agency shall have the right to inspect any cybercafé at any time.
- 14.14.9 The cybercafé shall maintain QoS as may be set by the Commission from time to time.
- 14.14.10 The Licensee shall have to preserve IP Log of their users and shall have to provide it as per the requirement of BTRC or any Law Enforcing Agencies.
- 14.14.11 The Licensee shall have to install adequate number of Closed-Circuit Television (CCTV) cameras, inside the cybercafé premises, required to monitor each and every booths (workstation/terminal).

14.15 District FTSP licensees are permitted to operate as the carrier for IP Telephony services, triple play services, and quad play services under a contractual agreement with an FTSP licensee. For any such arrangement, it is mandatory that all related telecommunications resources, including numbering resources, are utilized strictly in the name and under the authority of the partnering FTSP licensee.

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

14.17 If third party owned or licensed property is affected as a result of the installation and/or maintenance work, the Licensee shall seek the consent from the applicable third party

prior to displacing or hindering with telecommunication lines, gas or water pipes, drains or sewers, or tubes, casings, ducts, wires or cables or other third-party properties or equipment.

- 14.18 The Licensee shall be solely liable for any losses, damages, claims, costs or expenses caused, arising from or in connection with any installation and/or maintenance work in public and restricted areas.
- 14.19 Any service plan offering data speeds below the minimum broadband speed as defined in the National Broadband Policy shall not be labelled, categorized, marketed, advertised, or otherwise represented as "Broadband" in any customer-facing, promotional, or official material.
- 14.20 The Licensee shall ensure that the deployed system is equipped with adequate facilities to detect and prevent any international voice call bypassing through its network.

## 15. ROLLOUT OBLIGATION AND BANK GUARANTEE

- 15.1 Rollout obligation is applicable to the FTSP or District FTSP Licensee(s).
- 15.2 **Rollout Obligation for FTSP Licensee(s):** Rollout obligations that the FTSP Licensee(s) have to fulfil from the date of issuance of the License, shall be as follows:

Year	Minimum No of Districts Covered	Minimum Number of PoPs to be established per District	Minimum Subscribers per District	Rate of Reduction in BG Amount
1 <sup>st</sup>	1	Establishment of PoP in 70% of Upazila/Thana and expansion of services/network in 70% areas of each District.	100	5%
2 <sup>nd</sup>	2	Establishment of PoP in 70% of Upazila/Thana and expansion of services/network in 70% areas of each District.	200	5%
3 <sup>rd</sup>	6	Establishment of PoP in 70% of Upazila/Thana and expansion of services/network in 70% areas of each District.	500	10%
4 <sup>th</sup>	12	Establishment of PoP in 70% of Upazila/Thana and expansion of services/network in 70% areas of each District.	600	15%
5 <sup>th</sup>	24	Establishment of PoP in 70% of Upazila/Thana and expansion of services/network in 70% areas of each District.	700	15%

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

Year	Minimum Subscribers (Total)	Rate of Reduction in BG Amount
1 <sup>st</sup>	100	5%
2 <sup>nd</sup>	200	5%
3 <sup>rd</sup>	300	10%
4 <sup>th</sup>	500	15%
5 <sup>th</sup>	800	15%

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

15.5 **Bank Guarantee:**

15.5.1 The Licensee shall, within thirty (30) days from the date of issuance of the License, submit unconditional Bank Guarantees (BG) in favour of “Bangladesh Telecommunication Regulatory Commission (BTRC)” for the total amount specified in these Guidelines, according to the prescribed format appended in Appendix-7 of these Guidelines, issued by a scheduled Bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. of 1972)]. The total Bank Guarantee amount shall be furnished in 6 (six) separate instruments.

15.5.2 Provisions for the first 05 (five) Bank Guarantees shall be as follows:

- (a) These Bank Guarantees shall be furnished in 5 (five) separate instruments, which amounts to 5% (five percent), 5% (five percent), 10% (ten percent), 15% (fifteen percent), and 15% (fifteen percent) of the total amount specified in these Guidelines, according to the prescribed format appended in Template-1 of Appendix-7 of these Guidelines.
- (b) Each of these Bank Guarantee shall be linked directly 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.
- (c) These Bank Guarantees shall remain valid until the Commission confirms satisfactory fulfilment of the rollout target of each year.
- (d) 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.
- (e) In the event that the Licensee fails to meet the prescribed rollout target for any given year, the Commission shall invoke and encash the Bank Guarantee associated with that year, consistent with the rate of reduction indicated in rollout obligation. In case of such encashment, the Licensee shall re-submit the encashed Bank Guarantee within 30 (thirty) days of such encashment.
- (f) In the event of underperformance or failure by the Licensee to fulfil the prescribed rollout obligations for 02 (two) consecutive years, the Commission may, in addition to the encashment of the Bank Guarantee,

impose appropriate regulatory measures, including but not limited to financial penalties, suspension or revocation of the License, or any other action as may be deemed necessary in accordance with the applicable laws, rules, and directives of the Commission.

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

**15.5.3 Provisions for the sixth/last Bank Guarantee shall be as follows:**

- (a) This Bank Guarantee shall be furnished in a separate instrument, which amounts to the remaining 50% (fifty percent) of the total amount specified in these Guidelines, according to the prescribed format appended in Template-2 of Appendix-7 of these Guidelines.
- (b) This Bank Guarantee shall be kept and will serve as security deposit for all kinds of outstanding and relevant dues payable under the provisions of the License.
- (c) 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.
- (d) In case of failure to make any payment within the stipulated time, the equivalent amount shall be encashed by the Commission from this Bank Guarantee. The Commission may encash the Bank Guarantee to any extent to realize the outstanding dues/fines as well. When this Bank Guarantee will be encashed fully by the Commission for non-payment of outstanding dues, the Commission will take necessary action to cancel the License, if the Licensee does not resubmit this Bank Guarantee in full.

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

**16. QUALITY OF SERVICE**

- 16.1 FTSP and District FTSP License shall have the obligation to comply with the Quality of Services Regulations/Directives/Instructions/Orders/Guidelines issued by the Commission from time to time and meet the QoS standards as set thereof. All such Regulations/Directives/Instructions/Orders/Guidelines shall be considered as an integral part of these Guidelines.
- 16.2 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without any prior notice and the Licensee shall comply with the new QoS standards imposed within the time period specified by the Commission. The Licensee shall submit to the Commission quarterly reports on its compliance with each of the QoS standards.

- 16.3 The Commission may introduce Key Performance Indicators (KPIs) covering accessibility, retainability, integrity, session continuity, coverage and capacity, throughput, etc.
- 16.4 The Licensees shall maintain a maximum contention ratio of 1:4 between international internet traffic and local cached content. This requirement shall not apply to Licensees offering unlimited data plans. The Commission reserves the right to periodically review and revise this ratio in accordance with network performance metrics and policy objectives. In case this ratio exceeds 1:4 then the licensee shall be obligated to provide the excess content value free of charge.
- 16.5 If the Licensee does not meet the QoS standards, the Commission may impose penalties. The Commission shall have the right to check and measure the QoS provided by the Licensee at any time during the validity of the License.
- 16.6 The Licensee shall clearly indicate to its subscribers, at the time of entering into contract with such subscribers, about the specifications and the quality of service.

## **17. TARIFF AND PRICING**

- 17.1 The Commission reserves the right to determine the tariff for fixed telecommunication services in Bangladesh, as and when necessary. The Licensee shall follow the Directives/Instructions, regarding tariff, issued by the Commission from time to time.
- 17.2 The Commission may encourage innovative tariff module (slab-based/bundled tariff/any modern approach) for capacity-based connectivity.
- 17.3 Before providing any new service, the Licensee shall submit application for tariff approval to the Commission in writing for necessary approval:
  - 17.3.1 A written tariff chart/schedule containing the maximum and minimum charges that it proposes to charge for the service, and its justification for the charges; and
  - 17.3.2 The description of the service, the terms and conditions and all other relevant information that it proposes to publish to its customers. The information to be published must be in a form which is readily available, current and easy to understand.
- 17.4 The Licensee shall not start providing any service or realizing any charges for the service before obtaining the written approval of the Commission for its tariff and shall comply with any conditions imposed by the Commission thereof. Any changes to the approved tariff/charges are subject to prior written approval of the Commission.
- 17.5 Tariffs must be non-discriminatory and based on objective criteria and on the costs of providing the Licensed Services, while allowing for a reasonable rate of return.
- 17.6 The FTSP and District FTSP Licensees shall follow any applicable Interconnection Tariff, Inter-operator Interconnection charges and International Voice Calls Tariff (applicable to FTSP Licensees only) imposed or to be imposed from time to time by the Commission.

## **18. SPECTRUM ASSIGNMENT**

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

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

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

18.5 In order to utilize licensed spectrum, the Licensee shall submit a separate application and obtain a separate License or assignment from the Commission for providing authorized fixed wireless services within the authorized service area.

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

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

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

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

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

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

- 18.11.1 National security or national interest.
- 18.11.2 Non-compliance/violation/breach of any conditions of these Guidelines/License.
- 18.11.3 Non-payment of any dues where the Licensee has failed to pay within the period specified by the Commission in the final notice unless the matter is pending for any judicial adjudication with interim order.
- 18.11.4 Use of unassigned frequencies.
- 18.11.5 Any other reasonable cause deemed to the Commission fit and proper within the scope of the BTRA, 2001.



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

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

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

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

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

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

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

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

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

## 19. LAWFUL INTERCEPTION, MONITORING AND COMPLIANCE

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

19.2 **Monitoring:**

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

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

19.2.3 The Licensee shall abide by any Order, Decision, Guidelines, Directives, or Instructions issued by the Government/Commission regarding Cybersecurity as

well as any internationally recognized cybersecurity/risk management framework/guidelines.

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

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

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

19.4 **Preservation of Records:**

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

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

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

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

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

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

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

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

19.5 **Fraud Management:** The Licensee shall formulate, install and implement an effective Telecom Fraud Management system/process proactively to combat all possible types

of fraudulent activities as appropriate. The Licensee shall follow related directives issued by the Commission from time to time.

#### **19.6 Privacy of Communications:**

- 19.6.1 The Licensee shall not monitor or disclose the contents of any communication conveyed over its licensed system except to the extent necessary for the purpose of maintaining or repairing any part of the Licensed system or monitoring the Licensee's quality of service, or except as required by the Act, the Rules, Regulations and conditions of this License.
- 19.6.2 The Licensee shall take reasonable measures to safeguard its licensed system from unauthorized interception of communication carried on the Licensed system.

### **20. SUBSCRIBER REGISTRATION, CONFIDENTIALITY AND DATA PRIVACY**

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

#### **20.2 Subscriber Confidentiality:**

- 20.2.1 The Licensee shall maintain confidentiality in respect of all information provided by the subscriber except disclosure in the following situations:
  - (a) Where the disclosure of the information is necessary for the purposes of detecting, preventing or investigating crime in which case disclosure should only be made to persons authorized by the Commission or Law Enforcement Agencies (LEA).
  - (b) Where disclosure is deemed necessary by the Commission or other national security agencies and law enforcement agencies, where such disclosure should only be made to persons authorized by the Commission or LEA.
  - (c) Where disclosure is ordered by a court of competent jurisdiction or so provided by law.

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

- (a) Internal planning, provisioning and billing for Services.
- (b) Other purposes approved by the Commission or permitted by any applicable law(s) of the land.

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

#### **20.3 Data Privacy:**

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

- 20.3.2 The Licensee shall adopt and maintain appropriate technical, procedural, and organizational safeguards to prevent unauthorized access, disclosure, alteration, or destruction of subscriber data.
- 20.3.3 The Licensee shall collect, process, and retain subscriber data only for legitimate purposes related directly to service provision, billing, network management, or compliance with lawful requirements. Any collection, retention, or use of subscriber data beyond these purposes shall require explicit consent of the subscriber, in accordance with applicable laws and regulations.

## **21. ACCOUNTS AND AUDITING**

### **21.1 Accounts:**

- 21.1.1 The Licensee shall maintain accounts and other records, in accordance with acceptable accounting practices. The Licensee shall at all times, maintain full and accurate books of accounts and other records reflecting all financial matters, in accordance with the sound and acceptable accounting practices.
- 21.1.2 The Licensee shall submit certified copies of its financial records and yearly audited accounts to the Commission. The Commission shall have the access to originals of such records and accounts as and when required.
- 21.1.3 The Licensee shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues.

### **21.2 Auditing:**

- 21.2.1 The Commission may take initiative for Procedure and Systems Audit in addition to financial audit of the Licensee at any time.
- 21.2.2 The audit team authorized by the Commission shall have the right to Audit technical and financial position of Licensee anytime. The Licensee shall comply and shall furnish all relevant information and documents. The Licensee shall preserve all the relevant data/information for technical and financial audit accordingly. The Commission will issue directives to the Licensee in this regard.
- 21.2.3 The audit team authorized by the Commission shall have the access to the computerized accounting system for the purpose of the Audit as and when deemed necessary by the Commission.

## **22. COMMUNICATION, INSPECTION AND REPORTING**

- 22.1 **Communication with the Licensee:** The Licensee shall maintain on file with the Commission a current address for the Licensee within Bangladesh, including telephone number, fax number and email address, and the name and title of a contact person, for the purpose of receiving communications from the Commission. Any notice or other communication to the Licensee permitted under this License may be given by hand delivering the same, or by mail, facsimile, or electronic mail addressed to the Licensee at its most current address on file with the Commission.
- 22.2 **Registered Address of the Licensee:** The Licensee shall maintain, on record, a registered office address within Bangladesh. The Licensee shall not change its registered address without obtaining the prior written approval of the Commission. Any change in the registered address shall have to be notified to the Commission through a formal application stating the reasons for relocation, accompanied by the application

fee as specified in these Guidelines, updated trade License, lease or ownership documents, and any other supporting evidence as may be required by the Commission.

**22.3 Information and Inspection:**

- 22.3.1 The Commission or its authorized representatives shall have the right to enter and inspect all the offices, installations, facilities and premises of the Licensee. The Licensee shall provide all information and shall demonstrate any applicable services and systems as required by the Commission during such inspection.
- 22.3.2 The Commission or any of its official representatives may take copies of records, documents and other information related to the Licensee's business. The Licensee shall promptly deliver any information or documents to the Commission upon request.

**22.4 Reporting and Planning:**

- 22.4.1 The Licensee shall furnish all required information and other related matters as directed by the Commission from time to time. The format and frequency of submission shall be decided by the Commission.
- 22.4.2 The Licensee shall publish Annual Report in accordance with the International Financial Reporting Standards (IFRS), the Companies Act 1994, the Securities and Exchange Rules 2000, relevant guidelines issued by the Bangladesh Securities and Exchange Commission, Financial Reporting Act, 2015 and other appropriate laws in Bangladesh, as applicable.
- 22.4.3 The Licensee shall submit to the Commission a hard copy and a soft copy (scanned PDF) of the audited financial report, regularly on an annual basis, which will contain the financial statements presenting the financial position & performance of the Licensee. The Licensee shall also submit to the Commission a certified copy of the return submitted to the RJSC, regularly on an annual basis, along with all the submitted documents with the return.
- 22.4.4 The Commission may ask for any other information, upon which, the Licensee shall be obligated to furnish such information to the Commission.
- 22.4.5 The Licensee shall submit detailed plans and digital network maps for last mile fibre deployment and any other resources as required by the Commission, to assist in capacity forecasting and equitable access planning.

**23. SUSPENSION, CANCELLATION, REVOCATION AND FINES**

**23.1 Suspension and Cancellation of License:**

- 23.1.1 The Commission may, in any of the events specified in Section 46 of the Act, suspend or cancel all or any part of the License issued under these Guidelines.
- 23.1.2 If the Licensee violates any of the clauses of this guideline or the License, the Commission may issue a show cause notice to the Licensee. Licensee shall have to submit a reply of the show cause notice to the Commission. If the reply of the show cause notice is found unsatisfactory to the Commission, the Commission shall consider the followings:
  - (a) may impose fine to the respective Licensee; or
  - (b) may take necessary actions for the cancellation of the License in accordance with the Act; or
  - (c) may take other lawful actions.

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

- (a) that any information furnished in the Application form for obtaining the License is found incorrect/false, which is mala fide;
- (b) that the Licensee has obtained License hiding the information as mentioned in the guidelines and the Act; and the reason for not providing the information is not acceptable;
- (c) that the assigned frequency is cancelled for not being able to use it within 01 (one) year from the date of assignment;
- (d) that required fees and charges are not paid by the Licensee as per the terms and conditions of the License;
- (e) that the Licensee is involved with illegal call termination and failed to adopt appropriate measures as per direction of the commission in this regard;
- (f) that the Licensee has failed to follow the directions of the Commission to prevent its subscriber from illegal call origination and termination activities;
- (g) that the Licensee has transferred any share or issued new shares without prior written permission of the Commission;
- (h) that the Licensee has disclosed or is involved with any discloser of any information to anybody/performing any illegal activities that may hamper national security, integrity, sovereignty, stability, and harmony;
- (i) that national security, integrity, sovereignty, stability and harmony is hampered by using the telecommunication infrastructure of the Licensee,
- (j) that the Licensee violates or purports to violate any terms and/or conditions of the License, Guidelines, Regulations, Directives, Instructions, Orders, Circulars, Byelaws or Decisions etc.

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

## 23.2 Impact of Suspension/Cancellation of License:

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

23.2.2 Cancellation or suspension of the License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act, 2001 or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.

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

23.3.1 The term of the License expires without renewal;

- 23.3.2 The Licensee agrees to the termination of this License; or
- 23.3.3 The License is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this License.
- 23.4 **Fines:** The Commission may impose fine under Sections 46(3), 63(3), 64(3), 65 or any other relevant provision(s) of the Act, 2001 for violation of any condition of these Guidelines.

## **24. CHANGES IN MANAGEMENT/OWNERSHIP/SHARE STRUCTURE**

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

- 24.1.1 Any proposed merger, acquisition, amalgamation, consolidation, or transfer of ownership or control involving a FTSP of District FTSP Licensee shall require the prior written approval of the Commission. No such transaction shall be valid or effective without such approval.
- 24.1.2 The Licensee shall seek prior written approval from the Commission before making any change in its License name.
- 24.1.3 The Licensee intending to enter into any merger, acquisition or changes in its ownership/shareholding arrangement shall submit a formal application to the Commission, accompanied by full disclosure of the proposed transaction, ownership structure before and after the transaction, financial implications, and its potential impact on market competition, consumer interest, and network operations.
- 24.1.4 The Commission, before extending approval, shall evaluate each proposal to ensure that the transaction:
  - (a) does not result in market dominance or anti-competitive conduct;
  - (b) safeguards continuity of services and protection of subscribers;
  - (c) preserves national security and data sovereignty; and
  - (d) aligns with the objectives of the Policy.
- 24.1.5 The Licensee shall obtain clearance from relevant authorities, including but not limited to the Bangladesh Securities and Exchange Commission (BSEC), BIDA, or other competent agencies, prior to completion of the transaction, where applicable.
- 24.1.6 Following the approval of the Commission and the completion of transaction, the surviving or resulting entity shall assume all rights, obligations, liabilities, and regulatory responsibilities of the existing Licensee(s) under the terms and conditions of the License.
- 24.1.7 The Commission reserves the right to impose conditions, restrictions, or financial adjustments on any approved merger, acquisition or changes in ownership to protect competition, consumer welfare, and public interest. Such conditions, restrictions, or financial adjustments including fees and charges imposed by the Commission shall be binding on the Licensee.
- 24.1.8 Application fee, as decided by the Commission, shall be applicable to all application for merger, acquisition or changes in ownership/shareholding arrangement.

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

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

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

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

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

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

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

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

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

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

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

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

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

24.3.4 Upon completion of the conversion, the Licensee shall submit to the Commission certified copies of the Certificate of Incorporation, Memorandum

and Articles of Association, and updated Trade License and Tax Identification Number (TIN) within thirty (30) days of issuance by the RJSC.

- 24.3.5 Upon approval by the Commission and completion of the conversion, the License shall be reissued or endorsed in the name of the newly incorporated company, subject to submission of all required documentation and payment of applicable fees, as determined by the Commission from time to time.
- 24.3.6 Following the conversion, the surviving or resulting entity shall assume all rights, obligations, liabilities, and regulatory responsibilities of the existing Licensee(s) under the terms and conditions of the License.
- 24.3.7 The Commission reserves the right to verify the authenticity and compliance of the conversion process and may approve, reject, or impose additional conditions as deemed necessary.

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

- 24.4.1 The Licensee may float its share to Initial Public Offer (IPO) as per the rules and regulations of the Security Exchange Commission of Bangladesh and in accordance with other prevailing laws of Bangladesh.
- 24.4.2 The Licensee shall require the prior written approval of the Commission before floating its share to IPO. Any floating of share to IPO conducted without the prior written approval of the Commission shall be considered invalid, and may result in penalties, suspension, or revocation of the License.
- 24.4.3 No permission will be required from the Commission for transfer of any shares in Secondary Market after floating the IPOs.

### 25. ANTI-COMPETITIVE CONDUCT AND DISCRIMINATION

- 25.1 **Anti-Competitive Conduct:** The Licensee shall not engage in anti-competitive conduct which in the view of the Commission inhibits or impedes fair competition including exploiting a position of dominance such as to unreasonably restrict competition. Acts of anti-competitive conduct include, but not limited to, engaging in predatory price cutting which may be implied where:
  - 25.1.1 a service is priced at less than marginal costs for 2 (two) consecutive months;
  - 25.1.2 such costs are likely to price competition out of the market or deter competitors from entering the market;
  - 25.1.3 the Licensee is able to recoup the full amount of the loss incurred during the period of price cutting,
  - 25.1.4 engaging in cross subsidizing where the revenue for a service is used to unfairly cross subsidize the price of other services or equipment;
  - 25.1.5 engaging in unfair pricing such as to reduce or eliminate competition including fixing prices for services or equipment at a level which cannot be re-sold with a margin of profit to subscribers;
  - 25.1.6 entering into exclusive arrangements which deny competitors access to services or equipment.
- 25.2 **Unfair Competition:** The Licensee, on its own or through a third party, shall not engage in any practice which unfairly restricts or is likely to restrict existing competition in the national telecommunications industry or which deters or restricts or is likely to deter or restrict new Licensees into the national telecommunications industry including, but not limited to, engaging in the following practices:

- 25.2.1 asserting false or misleading claims on the availability, price or quality of its Services or Systems or the Services or Systems of any other Licensee or competitor;
- 25.2.2 degrading the availability or quality of a Licensee or competitor's Services or Systems or unfairly raising their business, operational or technical costs;
- 25.2.3 unlawfully interfering with the suppliers or subscribers of the Licensee or its competitors; or
- 25.2.4 providing false or misleading information to other Licensees or competitors or to any third party.

**25.3 Discrimination:**

- 25.3.1 The Licensee shall not discriminate or create any inconvenience to any person, group or class of persons, and shall not give any unfair or unreasonable preference to itself or any other person in, amongst other things, the performance, price, terms, and conditions of the services provided.
- 25.3.2 The Licensee shall provide the authorized service(s) to any individual within the authorized service area in Bangladesh without any discrimination, and also to any particular location as directed by the Commission, unless such service is legally untenable.

**26. SIGNIFICANT MARKET POWER (SMP)**

- 26.1 The Commission shall have the authority to identify and regulate entities possessing Significant Market Power (hereinafter referred to as "SMP"), in accordance with the Act, 2001, and other applicable laws.
- 26.2 SMP regulation shall apply where any Licensee, either individually or jointly, has the ability to distort market dynamics, restrict effective competition, or abuse a dominant position. The Commission may impose proportionate, evidence-based, and non-discriminatory remedies including, but not limited to:
  - 26.2.1 Tariff regulation and interconnection obligations;
  - 26.2.2 Infrastructure and facility sharing mandates;
  - 26.2.3 Prohibition of cross-subsidization and margin squeeze;
  - 26.2.4 Requirements for accounting separation and financial transparency;
  - 26.2.5 Access obligations on fair, reasonable, and non-discriminatory terms;
  - 26.2.6 Regulation of wholesale pricing and provisioning.
- 26.3 The Licensee shall have to abide by the provisions of the regulations issued by the Government/Commission regarding SMP.
- 26.4 SMP regulation may be applied across all layers of the telecommunications ecosystem, including passive and active network infrastructure, transmission and access layers, retail and wholesale markets, and digital infrastructure platforms such as data centres and cloud facilities.
- 26.5 To ensure a competitive, transparent, and inclusive telecommunications market, all Licensees must avoid conduct that constitutes abuse of SMP, denial of fair access, or anti-competitive behaviour. The following obligations shall apply to the Licensee:
  - 26.5.1 The Licensee shall not impose unfair bandwidth or interconnection conditions on smaller ISPs.

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

**27. CYBER AND INFRASTRUCTURE SECURITY AND ENVIRONMENTAL ISSUES**

**27.1 Cyber and Infrastructure Security:**

- 27.1.1 The Licensee shall ensure that its network, systems, and services are designed, deployed, and operated with consideration to cybersecurity, infrastructure resilience, and national security requirements. The Licensee shall adopt appropriate technical and organizational measures to protect its infrastructure from unauthorized access, disruption, damage, or misuse.
- 27.1.2 The Licensee shall establish a comprehensive Cybersecurity and Infrastructure Protection Framework, including policies, monitoring systems, and incident response mechanisms, to prevent, detect, and mitigate cyber threats and vulnerabilities across all network elements, data centres, and operational facilities.
- 27.1.3 The Licensee shall maintain a Security Operations Centre (SOC) or equivalent capability, equipped to perform real-time network monitoring, threat detection, and incident response. The Licensee shall immediately notify the Commission and other competent authorities of any major cyber incident, intrusion, or service disruption, along with the remedial measures undertaken.
- 27.1.4 All network components, including transmission, switching, routing, and storage systems, shall comply with security standards and protocols prescribed or endorsed by the Commission. Equipment and software shall not contain backdoors, spyware, or any feature that compromises user data or national security.
- 27.1.5 The Licensee shall ensure physical and logical security of its network infrastructure, including data centres, PoPs, and transmission facilities. Access to critical sites shall be strictly controlled and limited to authorized personnel, with proper authentication, surveillance, and logging systems in place.
- 27.1.6 The Licensee shall implement redundancy, disaster recovery, and business continuity plans to ensure uninterrupted operation of critical services during natural disasters, power failures, or cyber incidents. Periodic tests and drills shall be conducted to verify the effectiveness of such arrangements.
- 27.1.7 Any Licensee operating critical service platforms must comply with the Cyber Safety Ordinance, as well as relevant international best practices for cybersecurity deployment. Such Licensees shall be designated as Critical Information Infrastructure (CII) by the National Cyber Security Agency (NCSA), and shall be obligated to adhere to the provisions of the Ordinance, including the establishment of sector-specific Computer Incident Response Teams (CIRTs). These infrastructures must undergo regular security audits, including penetration testing and vulnerability assessments, to ensure ongoing resilience and cyber readiness.
- 27.1.8 The Commission reserves the right to inspect, audit, or direct security compliance reviews of the Licensee's network and systems at any time. The Licensee shall extend full cooperation and furnish all relevant information as required for such inspections.

27.1.9 The Licensee shall report cyber security incidents and related information to the Commission within 24 hours in accordance with the format prescribed by the Commission.

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

**27.2 Environmental Issues:**

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

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

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

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

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

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

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

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

**27.3 Parental Control Guidance:**

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

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

- (a) Browser settings;
- (b) Search engine settings;
- (c) Operating system settings;
- (d) Set controls directly with FTSP or District FTSP Licensee and use security software to make things even safer.

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

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

- (a) Block websites;
- (b) Block chat rooms;
- (c) Block services like instant messaging;
- (d) Filter out images and videos;
- (e) View user activity;
- (f) Get alerts if someone tried to change the settings;
- (g) Managing settings options;
- (h) Set time limits for internet use etc.

## **28. NATIONAL EMERGENCIES AND FORCE MAJEURE**

### **28.1 Emergency Crisis Management:**

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

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

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

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

**28.3 National Emergency:** In the event of national emergency or national security concern, the relevant section of the Act shall be applicable.

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

## **29. DISPUTE RESOLUTION**

29.1 All disputes between the operators, arising out of the Agreements/Memorandums of Understanding executed by the applicant/Licensee, 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.

29.2 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.

29.3 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.

## **30. FAIR BUSINESS AND FINANCIAL PRACTICES**

### **30.1 Code of Commercial Practice:**

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

- (a) A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages;
- (b) Protection of the privacy of information transmitted over the Licensed System;
- (c) Maintenance by Licensee of the confidentiality of customer information;
- (d) Procedures for resolving disputes between Licensee and customers;
- (e) Availability to customers of information concerning their accounts with the Licensee; and
- (f) Commitment by the Licensee to customers in respect of standard and quality of licensed services.

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

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

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

30.2.2 The Commission may direct the Licensee to undertake appropriate action to protect the public from harassing, offensive, fraudulent or unlawful communication. Such direction may require the Licensee to co-operate fully

with and/or provide relevant information to such other parties identified as being competent authorities by the Commission in its direction; and

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

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

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

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

30.3.3 Every licensee must establish and maintain proportional, state-of-the-art technical capabilities to detect, mitigate, and defend against DDoS attacks on its network, commensurate with its scale and the evolving threat landscape.

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

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

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

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

30.6 The Licensee may appoint distributors, retailers, or agents to undertake limited activities related to service distribution, customer management, or local access network deployment, subject to prior notification to the Commission. Notwithstanding such appointments or contractual arrangements, full responsibility for network operation, service delivery, regulatory compliance, and any associated liabilities shall remain solely with the Licensee.

**31. CONSUMER PROTECTION**

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

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

- 31.3 The Licensee shall inform subscribers of all its obligations under this Guideline and in particular highlight to its subscribers the Licensee's obligations of confidentiality and specific use of information.
- 31.4 The Licensee shall operate a consumer-friendly system which will allow subscribers to lodge complaints to the Licensee in the event of a breach of any of the terms and conditions of these Guideline.
- 31.5 The Licensee shall submit to the Commission and make publicly available at the end of the Licensee's financial year or upon demanded by the Commission, a report indicating the number of complaints received from subscribers, the nature of such complaints and the steps taken by the Licensee to address those complaints. The Licensee shall prepare the report in a format prescribed or approved by the Commission.
- 31.6 In the event that the Licensee intends to terminate all or part of the Services, the Licensee shall notify the Commission in writing promptly and in any case at least 30 (thirty) days prior to the intended date of termination of the Service, and provide such information and assistance the Commission may require to ensure that the interests of its customers and the public are adequately safeguarded.
- 31.7 These Guidelines shall promptly attend the complaints of the subscriber and shall maintain records of complaints for 2 (two) years and their resolution and shall make those available for inspection by the Commission as and when necessary.
- 31.8 The Licensee shall build up a management information system for customer services.
- 31.9 The Licensee shall put into effect a mechanism to settle probable complaints, objections and disputes with the subscribers which shall be informed to the Commission.
- 31.10 Any decision of the Commission in respect to ensure the consumers' protection shall be binding on the FTSP and District FTSP Licensees. The consumer charter shall provide commitments by the Licensee to consumers in respect to the standard and quality of the Licensed service. The Licensee shall also establish and maintain substantial number of Consumer Complaint Centre/Customer Care Centre to provide quality services to its Customers/Subscribers as envisaged in Section 59 of the Act, 2001.
- 31.11 The Licensee shall comply with the respective national privacy law and its other requirements required by the Act, the Rules, Regulations and Conditions issued by the commission or any competent authority.

### **32. VIOLATIONS OF THE LICENSE**

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

### **33. AMENDMENTS AND DISCLAIMER**

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

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

#### **34. MISCELLANEOUS**

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

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

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

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

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

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

34.7 All directions issued by the Commission shall remain confidential and the Licensee shall not disclose the same. However, if any authorized legal entity instructs for such disclosure, then the Licensee may disclose such information upon prior approval of the Commission.

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

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

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

34.11 None of the provisions of this License shall be deemed to have been waived by any act of or acquiescence on the part of the Commission, but only by an instrument in writing

signed/issued by the Commission. No waiver of any provision of this License shall be construed as a waiver of any other provision or of the same provision on another occasion.

- 34.12 The Licensee shall have the obligation and necessary arrangements for blocking pornography related websites within their network with the help of their respective bandwidth provider.
- 34.13 No person shall obstruct to or interfere in providing fixed telecom services as delineated in these Guidelines without any legitimate ground. If any person breaches this provision, then it shall be treated as an offence and the person shall be liable to be imprisoned or to be fined or both as per the laws of Bangladesh Telecommunication Regulation Act, 2001.
- 34.14 The Licensee shall follow all relevant Rules/Regulation/Policies/Directives/ Guidelines/Instructions/Orders/Circulars/Decisions etc. as approved by the Commission from time to time. The decision of the Commission in this case shall be binding on the Licensee.
- 34.15 The Licensee shall keep the original copy of the License in the Licensee's registered Head Office and attested photocopies of the same at branch office(s), if any.
- 34.16 The Appendices annexed herewith shall form an integral part of the License issued under these Guidelines.
- 34.17 Unless repugnant to the context –
  - 34.17.1 all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
  - 34.17.2 the words importing the singular or plural shall be deemed to include the plural or singular respectively;
  - 34.17.3 any expression in masculine gender shall denote both genders;
  - 34.17.4 any reference in this License to a person shall be deemed to include natural and legal persons;
  - 34.17.5 all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
  - 34.17.6 the term 'or' shall include 'and' but not vice versa;
  - 34.17.7 any reference in these Guidelines to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
  - 34.17.8 references to Clauses, Sub-Clauses, Annexure, Appendix and Schedule of guidelines are to Clauses, Sub-Clauses, Annexure, Appendix and Schedule to this License, respectively.
- 34.18 These Guidelines shall be an integral part of the "Fixed Telecom Service Provider License" and "District Fixed Telecom Service Provider License"; and vice-versa.

## DEFINITIONS AND INTERPRETATIONS

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

1. **“Access Network”** means the network from any Radio Transceiver Station to end user's wireless device in case of fixed-wireless operation; and means the last mile connectivity through any type of cable from the nearest Point of Presence (PoP) of Transmission Service provider to the end user in case of wired operation.
2. **“Act”** means the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) as amended.
3. **“Access Network Service Providers (ANSP)”** means the Licensed telecommunications entities authorized to establish, operate, and maintain radio/wireless or wireline access networks for the provision of telecommunication services directly to end users. This ANSP category shall comprise primarily CMSP and FTSP (including District FTSP) License types.
4. **“Annual Audited Gross Revenue”** of a period for the purpose of revenue-share calculation means the total income arising out of ordinary course of the Licensee's operations minus other operators' charges as well as charges (revenue shares) payable to third-party, i.e. VAS/CP operators in that period. For third-party VAS/CP revenue, the allowed deductions are charges (revenue shares) payable to third-party VAS/CP operators.
5. **“Applicable System”** means all the necessary engineering systems and equipment to provide fixed telecom services under the purview of FTSP/District FTSP License in Bangladesh as per technical, operational and qualitative requirements.
6. **“Application form”** means a form prescribed for applying for Fixed Telecom Service Provider (FTSP) or District Fixed Telecom Service Provider (District FTSP) License as annexed in Appendix-4 of these Guidelines.
7. **“Authorized Services”** means the categories of telecommunication and related services that the Licensee is duly licensed and permitted to provide under the terms and conditions of its License.
8. **“Bank Guarantee”** means a financial instrument issued by a scheduled bank operating in Bangladesh, in favour of the Commission, as a form of security to ensure the Licensee's compliance with the terms and conditions of the License, including but not limited to rollout obligations, payment of fees, performance requirements, and adherence to directives of the Commission.
9. **“Broadband”** means a high-speed internet access service having a minimum data transmission capacity or bandwidth threshold as may be determined and revised by the Commission from time to time, based on prevailing technological, economic, and policy considerations.
10. **“Call Detail Record (CDR)”** is generated by all types of switch and HUB in the form of binary or any other form of file that includes all types of records of outgoing and incoming calls such as caller and called party number, origin and destination of calls, call duration, calling time, location, etc.

11. **“Cellular Mobile Service Provider (CMSP)”** means the Licensed telecommunications entities authorized to deliver services to end users based on cellular mobile technologies. This is one of the new License categories introduced in accordance with the Telecommunication Network and Licensing Policy, 2025.
12. **“Commission”** means the Bangladesh Telecommunication Regulatory Commission (BTRC) established under the Bangladesh Telecommunication Regulation Act, 2001.
13. **“Connection”** means the visible or invisible or logical linking of telecommunication network.
14. **“Data Service”** means point to point or point to multipoint high-speed data transmission.
15. **“Deep Packet Inspection (DPI)”** is a form of computer network packet filtering that examines the data and/or header part of a packet as it passes an inspection point, searching for non-protocol compliance, viruses, spam, intrusions or predefined criteria to decide if the packet can pass or if it needs to be routed to a different destination, or for the purpose of collecting statistical information.
16. **“De-regulation”** means the services under the de-regulated category may be offered without a License.
17. **“District Fixed Telecommunication Service Provider” “District FTSP”** means a special category of Fixed Telecom Service Provider authorized to provide internet and data services within a designated District. This is one of the new License categories introduced in accordance with the Telecommunication Network and Licensing Policy, 2025.
18. **“End User”** means an individual/household/corporate entity intended to use internet and/or data services. Any other entity authorized by the Commission (for example: Cybercafé/VTS/Call Centre etc.) are also included in the definition of “End User” under the purview of these Guidelines and the corresponding License, provided that the Licensee shall be subjected to make prior notification to the Commission for serving such authorized entity.
19. **“Fixed Telecom Service Provider (FTSP)”** means the Licensed telecommunications entities authorized to deliver services to end users through wired or fixed-wireless technologies throughout Bangladesh in accordance with these Guidelines and the associated License. This is one of the new License categories introduced in accordance with the Telecommunication Network and Licensing Policy, 2025.
20. **“Franchisee”** means any person or entity that has been formally authorized, through a written and duly executed agreement, by a licensed FTSP to market, distribute, promote, sell, or provide telecommunications services on behalf of that FTSP. A Franchisee acts under the brand, commercial terms, and operational policies stipulated by the FTSP, and does not hold independent authority to provide licensed telecommunications services in its own name. The Franchisee may perform only those functions expressly permitted in the franchise agreement. For the purposes of these Guidelines, the terms Distributor, Retailer, and Agent shall be deemed to fall within the scope of “Franchisee”, and any such Distributor, Retailer, or Agent shall be treated as a Franchisee under these Guidelines.
21. **“Government”** means the Government of the People’s Republic of Bangladesh represented by the Ministry of Posts, Telecommunications and Information Technology.
22. **“ILDTS Policy” or “International Long-Distance Telecommunications Services Policy”** means the policy framework issued by the Government in 2010, for the development, regulation, and management of international voice and data communication

services within and from Bangladesh, further repealed by the Telecommunication Network and Licensing Policy, 2025.

23. **“Infrastructure”** means the complete set of physical, technical, and logical facilities, systems, and resources established, owned, operated, or managed by the Licensee for the purpose of providing fixed telecommunication services in accordance with these Guidelines and the respective License.
24. **“Interconnection Exchange (ICX)”** means the switching systems, licensed under ILDTS Policy, authorized to provide interconnections among the telecommunication network of the Licensed operators. This category of License shall be discontinued and deemed inoperative upon the expiry of all existing licenses issued under this category, and no further renewal or issuance of new licenses in this category shall be entertained thereafter.
25. **“International Connectivity Service Providers (ICSP)”** means the Licensed telecommunications entities authorized for the provision of international connectivity and services. This is one of the new License categories introduced in accordance with the Telecommunication Network and Licensing Policy, 2025.
26. **“International Gateways (IGW)”** means the switching systems, licensed under ILDTS Policy, through which international voice traffic (VoIP and clear channel) is sent and received. This category of License shall be discontinued and deemed inoperative upon the expiry of all existing licenses issued under this category, and no further renewal or issuance of new licenses in this category shall be entertained thereafter.
27. **“International Internet Gateway (IIG)”** means the switching systems, licensed under ILDTS Policy, through which international data traffic is sent and received. This category of License shall be discontinued and deemed inoperative upon the expiry of all existing licenses issued under this category, and no further renewal or issuance of new licenses in this category shall be entertained thereafter.
28. **“Internet Protocol (IP) Address”** means a unique numerical identifier assigned to each device, interface, or endpoint participating in a network that uses the Internet Protocol for communication, enabling the identification, addressing, and routing of data packets across interconnected networks.
29. **“Internet Protocol Detail Record (IPDR)”** means a structured data record generated by a network element, system, or service platform that captures detailed information regarding the usage, characteristics, and attributes of IP-based communications or sessions carried over a telecommunication network.
30. **“Internet Protocol Version 4 (IPv4)”** means the fourth version and the first widely deployed version of the Internet Protocol used for identifying and routing data packets across networks, which forms the foundation of the modern internet. IPv4 employs a 32-bit address scheme, and is typically expressed in dotted decimal notation (for example, 192.168.0.1).
31. **“Internet Protocol Version 6 (IPv6)”** means the sixth version of the Internet Protocol, designed to replace IPv4 by providing a vastly larger address space and enhanced functionality. IPv6 employs a 128-bit address scheme, and is typically represented in colon-separated hexadecimal notation (for example, 2001:0db8::1).
32. **“IP Telephony”** means a telecommunication service that enables the origination, transmission, and termination of voice or voice-equivalent communication using Internet Protocol (IP) over packet-switched networks, including private managed networks or the public internet.



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

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

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

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

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

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

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

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

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

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

43. **“Non-Terrestrial Networks and Service Provider (NTNSP)”** means the Licensed telecommunications entities authorized for providing any types of Satellite, Non-Terrestrial Networks (NTN) and High-Altitude Platforms (HAPs) based services. This is one of the new License categories introduced in accordance with the Telecommunication Network and Licensing Policy, 2025.
44. **“Operation and Maintenance (O&M)”** means the set of technical, administrative, and procedural activities carried out by the Licensee to ensure the proper functioning, reliability, availability, and performance of its telecommunication network, systems, and services throughout their lifecycle.
45. **“Parental Control”** refers to a set of features, tools, or mechanisms provided by the Licensee that enable subscribers (particularly parents, guardians, or authorized account holders) to monitor, manage, and restrict access to specific types of online content, applications, or services that may be inappropriate for minors or certain user groups.
46. **“Point of Presence (PoP)”** means a physical location, facility, or network node established and operated by the Licensee for the purpose of providing access to its telecommunication network and services. A PoP serves as an interconnection, distribution, or service delivery point where the Licensee’s backbone or core network connects to access networks, customer premises equipment, or networks of other licensed operators.
47. **“Public Switched Telephone Network (PSTN)”** means the Licensed entities authorized to provide public voice telephony services, enabling users to originate, route, and terminate voice calls through a network of switching exchanges, transmission facilities, and subscriber access lines. This category of License shall be discontinued and deemed inoperative upon the expiry of all existing licenses issued under this category, and no further renewal or issuance of new licenses in this category shall be entertained thereafter.
48. **“Quality of Service (QoS)”** means the totality of characteristics of a telecommunications service provided by the Licensee, which determine its ability to satisfy both explicit and implicit requirements of end users and meet regulatory expectations of the Commission.
49. **“Quarter”** means a period of three months of the Gregorian calendar year.
50. **“Regulation”** means regulations made or to be made in the future by the Commission in accordance with the Act.
51. **“Rules”** means all or any rules issued from time to time by the Government in accordance with the Act.
52. **“Significant Market Power (SMP)”** means a position of economic strength enjoyed by any Licensee that enables it to behave, to an appreciable extent, independently of competitors, customers, and ultimately consumers within a relevant telecommunications market.
53. **“Simple Network Management Protocol (SNMP)”** means a standardized network management protocol used for monitoring, managing, and controlling network devices and systems such as routers, switches, servers, and gateways, within an IP-based telecommunication network.
54. **“Social Obligation Fund (SOF)”** means the fund defined in the Act including any Rules/Regulations/Guidelines issued by the Government/the Commission from time to time.
55. **“Subscriber”** means any person or legal entity that avails the service from the Licensee.

56. **“System”** means any fixed telecommunication network/system that is established, operated and maintained in Bangladesh in accordance with these Guidelines and the License awarded thereof.
57. **“Tariff”** means rates, charges payable by a subscriber/party for service provided and related conditions at which telecommunication services may be provided including rates and related conditions at which data/messages shall be transmitted, deposits, installation fees, rentals, free calls, usages charges and any other related fees or service charge.
58. **“Telecommunication”** means transmission and reception of any speech, sound, sign, signal, writing, visual image and any other intellectual expression by the way of using electricity or electro-magnetic or electro chemical or electro-mechanical energy through cable, radio, optical fibre or other electro- magnetic or electro chemical or electro-mechanical or satellite communication system.
59. **“Telecommunication Service”** means telecommunications services defined under section 2(15) of Bangladesh Telecommunication Regulation Act, 2001.
60. **“Telecommunication System”** means Telecommunications System defined under section 2(13) of Bangladesh Telecommunication Regulation Act, 2001.
61. **“Terminal/User Equipment”** means equipment which is directly or indirectly connected to any Network Termination Point, and which is used directly by users in order to access Telecommunications Services.
62. **“Transaction Detail Record (TDR)”** means a structured electronic record automatically generated by a telecommunication system or service platform that captures detailed information relating to an individual communication session, service usage, or transaction event conducted over the Licensee’s network.

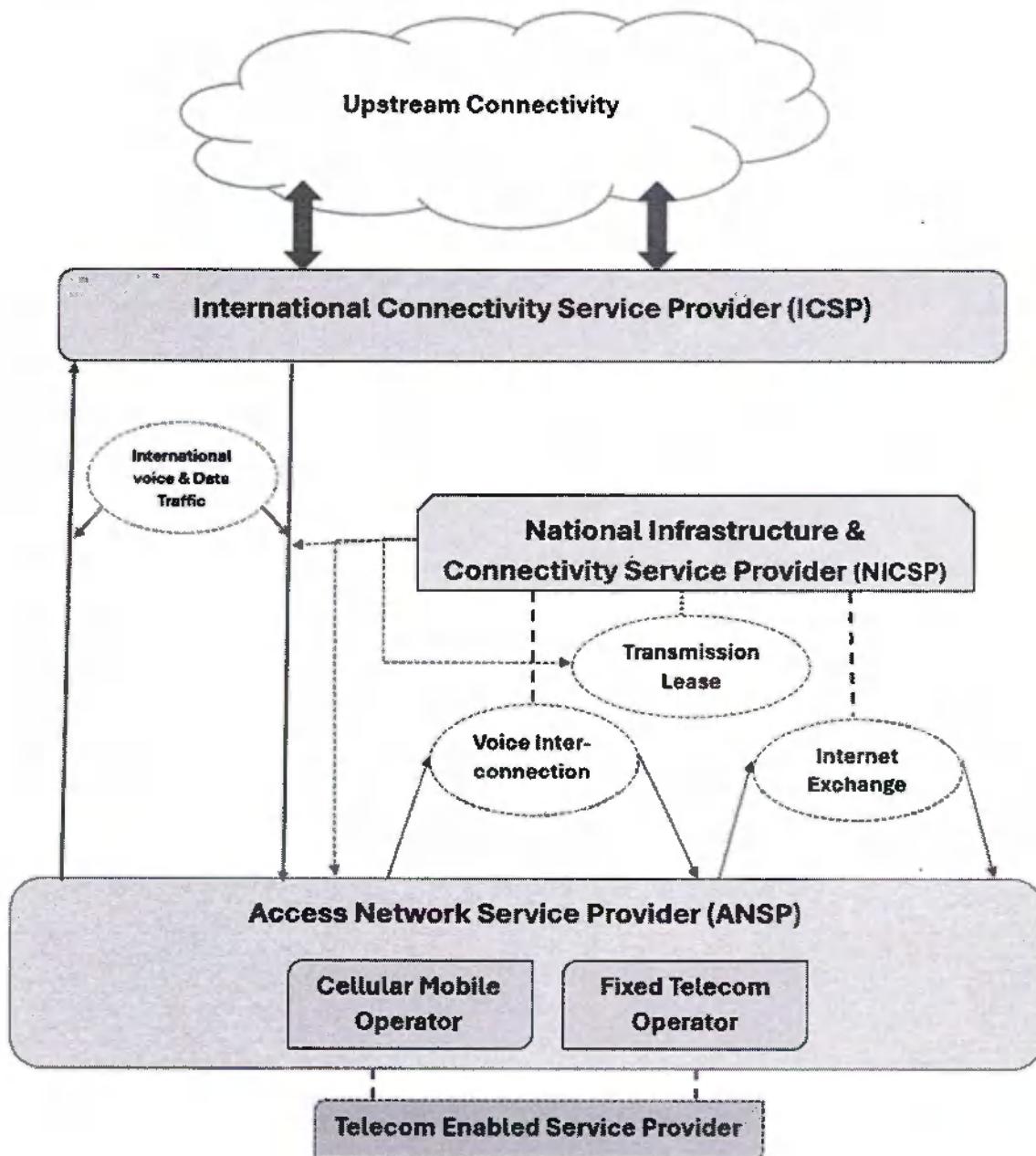
**LIST OF ABBREVIATIONS**

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

44.	ISM	Industrial, Scientific, and Medical
45.	ISP	Internet Service Provider
46.	ITU	International Telecommunication Union
47.	ITU-T	ITU Telecommunication Standardization Sector
48.	KPIs	Key Performance Indicators
49.	LEA	Law Enforcement Agencies
50.	L1	Lawful Interception
51.	MAC	Media Access Control
52.	NCSA	National Cyber Security Agency
53.	NDGIA	National Data Governance & Interoperability Authority
54.	NFAT	National Frequency Allocation Table
55.	NGSO	Non-Geostationary Satellite Orbit
56.	NICSP	National Infrastructure and Connectivity Service Provider
57.	NIX	National Internet Exchange
58.	NOC	Network Operations Centre
59.	NTNSP	Non-Terrestrial Networks and Service Provider
60.	PDPO	Personal Data Protection Ordinance (proposed)
61.	PoP	Point of Presence
62.	PSTN	Public Switched Telephone Network
63.	QoS	Quality of Service
64.	SMEs	Small and Medium-sized Enterprises
65.	SMP	Significant Market Power
66.	SMS	Short Message Service
67.	SNMP	Simple Network Management Protocol
68.	SOC	Security Operations Centre
69.	SOF	Social Obligation Fund
70.	TDR	Transaction Detailed Record
71.	VAS	Value Added Services
72.	VAT	Value Added Tax
73.	VoD	Video of Demand

## NETWORK TOPOLOGY AND CONNECTIVITY SCENARIO

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



**LICENSE AWARDING PROCESS (EVALUATION PROCESS)**

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

<b>Evaluation Criteria: Technical and Operational Readiness</b>			
<b>Sl.</b>	<b>Sub-Criteria</b>	<b>Description</b>	<b>Marks</b>
1.	Network Design and Architecture	Quality, scalability, and reliability of proposed fixed telecom network design (core, access, PoP layout, redundancy, interoperability).	10
2.	Technical Resources and Human Expertise	Availability of skilled personnel with experience in telecom network operation, cybersecurity, and maintenance.	5
3.	Network Operation Centre (NOC) & O&M Plan	Existence or readiness of NOC, monitoring systems, and operation & maintenance framework.	5
4.	Interoperability and Compliance	Compliance with interoperability, lawful interception, data protection, and technical standards prescribed by the Commission.	5
5.	Rollout Plan	Clarity and feasibility of proposed rollout plan for urban, rural, and underserved regions.	5

<b>Evaluation Criteria: Financial Capacity and Sustainability</b>			
<b>Sl.</b>	<b>Sub-Criteria</b>	<b>Description</b>	<b>Marks</b>
6.	Paid-up Capital and Net Worth	Financial strength as evidenced by paid-up capital and net worth meeting or exceeding BTRC thresholds.	8
7.	Financial Solvency and Liquidity	Demonstrated liquidity, bank solvency, and absence of overdue liabilities.	5
8.	Financial Projection and Business Plan	Realistic and sustainable business plan certified by a Chartered Accountant, consistent with rollout obligations.	7
9.	Bank Guarantee and Investment Commitment	Ability to provide bank guarantee and mobilize funds for infrastructure deployment.	5

<b>Evaluation Criteria: Regulatory and Legal Compliance</b>			
<b>Sl.</b>	<b>Sub-Criteria</b>	<b>Description</b>	<b>Marks</b>
10.	Submission of Applications	Submission of applications for the License in the prescribed form, duly filled and signed, along with all required documents and applicable fees in the manner specified by the Commission.	5
11.	Legal Standing and Incorporation	Valid incorporation under the Companies Act, 1994, and compliance with RJSC and trade licensing requirements.	5
12.	Regulatory Track Record	No prior License cancellation, regulatory penalty, or ongoing telecom-related litigation.	5
13.	Declarations and Undertakings	Submission of required declarations, affidavits, and undertakings on non-judicial stamp paper.	5

14.	Adherence to Policy and Guidelines	Demonstrated understanding of and commitment to comply with the Telecommunications Network and Licensing Policy 2025 and these Guidelines.	5
-----	------------------------------------	--	---

<b>Evaluation Criteria: Management Competence and Governance</b>			
<b>Sl.</b>	<b>Sub-Criteria</b>	<b>Description</b>	<b>Marks</b>
15.	Experience of Directors and Key Management Personnel	Relevant professional experience in telecom, ICT, or infrastructure sectors.	5
16.	Ownership Structure and Transparency	Clear and compliant ownership, free from conflict of interest or crossholding with other Licensees.	5

<b>Evaluation Criteria: Rollout and Service Expansion Plan</b>			
<b>Sl.</b>	<b>Sub-Criteria</b>	<b>Description</b>	<b>Marks</b>
17.	Coverage and Timelines	Realistic rollout schedule covering urban, rural, and underserved areas.	4
18.	Rollout Obligations	Alignment with the rollout obligations specified in these Guidelines	3
19.	Innovation and Value Addition	Introduction of innovative technologies, digital inclusion efforts, or local infrastructure development initiatives.	3

**Note:**

The Commission reserves the right, at its sole discretion, to amend, revise, or modify the evaluation criteria and/or the minimum qualifying score prescribed for consideration in the award of the License, and such amendments shall take effect as and when notified by the Commission.



## Bangladesh Telecommunication Regulatory Commission

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

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

<b>Type of Application</b> (Tick Appropriate)	<b>Type of License Applied For</b> (Tick Appropriate)
<input type="checkbox"/> New License <input type="checkbox"/> Migration <input type="checkbox"/> Renewal of License	<input type="checkbox"/> FTSP License <input type="checkbox"/> District FTSP License [District: _____]

#### Information Regarding Applicant Company/Organization

1. Name of Applicant/Company: \_\_\_\_\_
2. Registered Office Address: Village/Road: \_\_\_\_\_ Post Office: \_\_\_\_\_  
Police Station: \_\_\_\_\_ District: \_\_\_\_\_
3. Operational Address: Village/Road: \_\_\_\_\_ Post Office: \_\_\_\_\_  
Police Station: \_\_\_\_\_ District: \_\_\_\_\_
4. Mobile No: \_\_\_\_\_ 5. Email: \_\_\_\_\_
6. Website: \_\_\_\_\_

#### Information of Authorized Signatory and Contact Person

1. Name: \_\_\_\_\_
2. Contact Address: Village/Road: \_\_\_\_\_ Post Office: \_\_\_\_\_  
Police Station: \_\_\_\_\_ District: \_\_\_\_\_
3. Mobile No: \_\_\_\_\_ 4. Email: \_\_\_\_\_
5. National ID: \_\_\_\_\_ 6. Passport No.: \_\_\_\_\_
7. Nationality: \_\_\_\_\_ 8. Gender: \_\_\_\_\_

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

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

1. Name: \_\_\_\_\_
2. Contact Address: Village/Road: \_\_\_\_\_ Post Office: \_\_\_\_\_
- Police Station: \_\_\_\_\_ District: \_\_\_\_\_
3. Mobile No: \_\_\_\_\_ 4. Email: \_\_\_\_\_
5. National ID: \_\_\_\_\_ 6. Passport No.: \_\_\_\_\_

**B. Information of CEO/CTO of the Company:**

1. Name: \_\_\_\_\_
2. Contact Address: Village/Road: \_\_\_\_\_ Post Office: \_\_\_\_\_
- Police Station: \_\_\_\_\_ District: \_\_\_\_\_
3. Mobile No: \_\_\_\_\_ 4. Email: \_\_\_\_\_
5. National ID: \_\_\_\_\_ 6. Passport No.: \_\_\_\_\_

**C. Information of Chairman of the Company:**

1. Name: \_\_\_\_\_
2. Contact Address: Village/Road: \_\_\_\_\_ Post Office: \_\_\_\_\_
- Police Station: \_\_\_\_\_ District: \_\_\_\_\_
3. Mobile No: \_\_\_\_\_ 4. Email: \_\_\_\_\_
5. National ID: \_\_\_\_\_ 6. Passport No.: \_\_\_\_\_

**Details of Existing License (For Renewal/Migration Application)**

Sl.	Categories of Existing License	Date of Expiry	Number of Subscribers	Covered Area
1.	<input type="checkbox"/> PSTN			
2.	<input type="checkbox"/> Nationwide ISP			
3.	<input type="checkbox"/> Divisional ISP			
4.	<input type="checkbox"/> District ISP			
5.	<input type="checkbox"/> Upazila ISP			
6.	<input type="checkbox"/> Thana ISP			
7.	<input type="checkbox"/> IPTSP			
8.	<input type="checkbox"/> Other:.....			



**Documents to be Enclosed with the Application**

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

### Payment Details

1. Type of Payment:  Pay Order (P.O.)  Bank Draft/D.D.  Online
2. P.O./D.D./Transaction ID No.: \_\_\_\_\_ Date: \_\_\_\_\_
3. Name of the Bank: \_\_\_\_\_

### Declaration

1. Has any Application for License ever been rejected before?  
 No  Yes (please give date of application and reasons for rejection)
2. Has a License previously held by the Applicant, any Shareholder, or any Partner ever been cancelled?  
 No  Yes (please give details)  
\_\_\_\_\_
3. Does the applicant have any previous dues outstanding to the BTRC?  
 No  Yes (please give details)  
\_\_\_\_\_
4. Does the Applicant, any Shareholder of the Applicant, or any Partner in the Applicant hold any other operator licenses issued by the Commission?  
 No  Yes (please give details)  
\_\_\_\_\_
5. Is there any pending litigation that was either initiated by shareholders or proprietors, or filed by the BTRC?  
 No  Yes (please give details)  
\_\_\_\_\_
6. I/We hereby certify that I/We have carefully read the guidelines/terms and conditions, for the License and I/We undertake to comply with the terms and conditions therein.
7. I/We hereby certify that I/We have carefully read the section 36 of Bangladesh Telecommunication Regulation Act, 2001 and I/We are not disqualified from obtaining the License.
8. I/We understand that any information furnished in this application are found fake or false or this application form is not duly filled up, the Commission, at any time without any reason whatsoever, may reject the whole application.
9. I/We understand that if at any time any information furnished for obtaining the License is found incorrect then the License if granted on the basis of such application shall deemed to be cancelled and shall be liable for action as per Bangladesh Telecommunication Regulation Act, 2001.

Date: .....

Place: .....

Signature

Full Name

Seal

**Note:**

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

**GENERIC FORM OF  
DECLARATION/UNDERTAKING**

The undersigned, \_\_\_\_\_, of legal age, and residing at  
(Name of Official/Individual Applicant)

\_\_\_\_\_, after having been duly sworn deposed states:  
(Address)

1. That he/she is the \_\_\_\_\_  
(Official Capacity)

of \_\_\_\_\_,  
(Name of company/corporation/partnership/society/individual (the Applicant))

duly organized under the laws of \_\_\_\_\_  
(Name of Country)

OR

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

2. That personally, and as \_\_\_\_\_ for and on behalf  
(Official Capacity)

of the Applicant, he/she hereby certifies:

- a) That all statements made in the Applicant's application for a License to establish, maintain and operate Fixed Telecom Service Provide network and in the required attachments to that application are true and correct;
- b) That this certification is made for the expressed purpose of an application by \_\_\_\_\_ (name) \_\_\_\_\_ for a FTSP (or District FTSP) License from the Bangladesh Telecommunication Regulatory Commission;
- c) The Applicant will make available to the Commission or any other of its authorized agencies any information they may find necessary to verify any item in the application or regarding its competence and general reputation;
- d) That the Applicant (where the Applicant is an individual) or the owner of the Applicant or any of its directors or partners or shareholder(s) (where the Applicant is a company, corporation, partnership or society):

- (i) is not an insane person;
- (ii) has not been sentenced by a court under any law, other than the Bangladesh Telecommunication Regulation Act, 2001 (Act), to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (iii) has not been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (iv) has not been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- (v) has not been identified or declared by the Bangladesh Bank, by the court or by a bank or financial institution as a loan defaulter of that bank or institution;
- (vi) is eligible under Clause No 7 of the Guidelines hereto;
- (vii) 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/sentenced by any Court/Law of any violation of the Act or any License condition;
- (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.

e) That the Applicant (where the Applicant is an individual) or the owner of the Applicant or any of its directors or partners (where the Applicant is a company, corporation, partnership or society) shall not engage thyself in providing any kind of unlawful or unauthorized services to anyone whatsoever.

f) That the Applicant (where the Applicant is an individual) or the owner of the Applicant or any of its directors or partners (where the Applicant is a company, corporation, partnership or society) shall not be a License holder of CMSP/ICSP/NICSP licenses.

g) That the Applicant (where the Applicant is an individual) or the owner of the Applicant or any of its directors or partners (where the Applicant is a company, corporation, partnership or society) will operate in accordance with and compliance to all rules and regulations as per telecommunication law of Bangladesh.

h) That the Applicant (where the Applicant is an individual) or the owner of the Applicant or any of its directors or partners (where the Applicant is a company, corporation, partnership or society) is financially solvent to operate the business.

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

**TEMPLATE-1**

**Pro-Forma of**

**BANK GUARANTEE (PERFORMANCE)**

**[To be executed on Non-Judicial Stamp Paper of appropriate value]**

[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 operating and maintaining fixed telecom network in [Insert “the country” for FTSP Licensee OR name of the District for District FTSP Licensee] 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)

**TEMPLATE-2**  
**Pro-Forma of**  
**BANK GUARANTEE (FINANCIAL SECURITY)**  
**[To be executed on Non-Judicial Stamp Paper of appropriate value]**

[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 operating and maintaining fixed telecom network in [Insert "the country" for FTSP Licensee OR name of the District for District FTSP Licensee] 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)



[Generic Form of Fixed Telecom Service Provider (FTSP) License]



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

OPERATOR LICENSE  
FOR  
**FIXED TELECOM SERVICE PROVIDER (FTSP)**

License No: <b>14.32.0000.</b>	Issue Date: <b>DD MM YYYY</b>
Validity: <b>DD MM YYYY to DD MM YYYY</b>	

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  
**Fixed Telecom 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.



## TABLE OF CONTENTS

Preamble .....	72
1. Scope of the License .....	73
2. Duration of the License.....	73
3. Renewal of License.....	73
4. Fees, Charges and Revenue Sharing .....	74
5. Network Topology, Connectivity and Interoperability .....	76
6. Operational/technical Obligations and Standards.....	81
7. Rollout Obligation and Bank Guarantee.....	84
8. Quality of Service .....	86
9. Tariff and Pricing.....	87
10. Spectrum Assignment .....	87
11. Lawful Interception, Monitoring and Compliance .....	90
12. Subscriber Registration, Confidentiality and Data Privacy .....	90
13. Accounts and Auditing .....	91
14. Communication, Inspection and Reporting .....	93
15. Suspension, Cancellation, Revocation and Fines .....	93
16. Changes in Management/ownership/share Structure.....	94
17. Anti-competitive Conduct and Discrimination.....	97
18. Significant Market Power (SMP).....	98
19. Cyber and Infrastructure Security and Environmental Issues.....	98
20. National Emergencies and Force Majeure .....	101
21. Dispute Resolution.....	101
22. Fair Business and Financial Practices.....	101
23. Consumer Protection.....	103
24. Violations of the License .....	104
25. Amendments .....	104
26. Miscellaneous .....	104



**BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**  
PLOT # E-5/ A, AGARGAON ADMINISTRATIVE AREA  
SHER-E BANGLA NAGAR, DHAKA-1207.

LICENSE NO. .... DATE: .....

## OPERATOR LICENSE FOR FIXED TELECOM SERVICE PROVIDER (FTSP)

(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 consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue License for Fixed Telecom Services.

Therefore, in exercise of the powers conferred by Section 36 of the Bangladesh Telecommunication Regulation Act, 2001, the Commission, upon consideration of their application dated ..... and payment of License fee and other charges, is pleased to issue the –

## LICENSE

For a period of 10 (ten) years with effect from the ..... day of .....

To

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

to establish, maintain and operate the associated systems and to provide fixed telecom services (hereinafter referred to as the “service”), throughout Bangladesh subject to the terms and conditions set forth hereinafter.

## **I. SCOPE OF THE LICENSE**

- 1.1 The Licensee will be authorized to establish, operate, and maintain fixed telecommunication networks in Bangladesh.
- 1.2 The Licensee shall be authorized to provide the following services throughout the entire territory of Bangladesh using either wired or fixed-wireless technologies:
  - 1.2.1 Fixed internet (including broadband) and data services.
  - 1.2.2 Fixed voice (domestic and/or international) services.
  - 1.2.3 Domestic leased lines.
  - 1.2.4 Internet Protocol (hereinafter referred to as "IP") based fixed services (e.g. FTP based services, video conferencing, Wi-Fi etc.).
  - 1.2.5 IP telephony services.
  - 1.2.6 Internet of Things (hereinafter referred to as "IoT") services associated with fixed telecom.
  - 1.2.7 IP-based Video Program and Video on Demand (VoD).
  - 1.2.8 Triple play service (data, voice and video), subject to the prior approval of the Commission.
  - 1.2.9 Value Added Services (hereinafter referred to as "VAS") associated with fixed telecom.
  - 1.2.10 Any other service as may be approved by the Commission from time to time.
- 1.3 The Commission may impose necessary/additional terms and conditions for approving any other services to be provided under the FTSP License.
- 1.4 The Licensee shall not be authorized to provide any telecommunication services, which are prohibited or not allowed by any Regulations/Guidelines/Directives/Instructions issued by the Commission.

## **2. DURATION OF THE LICENSE**

- 2.1 The duration of the License shall initially be for a term of 10 (ten) years unless and until cancelled by the Commission earlier.
- 2.2 This License shall come into force on the Effective Date. The date of issuance of this License shall be the Effective Date of the License.

## **3. RENEWAL OF LICENSE**

- 3.1 Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 10 (ten) years in duration, subject to the approval from the Government, payment of necessary fees and charges, fulfilment of all conditions and requirements set forth in the License and/or Guidelines, and to such terms and conditions, as may be specified herein and/or by the Commission at the time of each renewal.
- 3.2 The Licensee shall apply before 180 (one hundred and eighty) days of the expiration of duration of its License for renewal or else the License shall stand cancelled after the expiry date of the License as per law. If the Licensee continues its business thereafter without valid License, penal action shall be followed.

3.3 In order to be eligible for the renewal, Licensees must comply with the applicable Quality of Service (hereinafter referred to as “QoS”) benchmarks, roll-out obligations, and regulatory provisions as defined in the License and/or Guidelines. In addition to the performance of the Licensee in meeting these benchmarks, the following performance indicator shall be considered during the evaluation of License renewals:

- 3.3.1 Successful fulfilment of rollout obligations.
- 3.3.2 Having a clean compliance record with respect to payment of regulatory fees, revenue sharing, and reporting obligations.
- 3.3.3 Adoption of IPv6 and complete migration from IPv4 to reduce dependency on limited IPv4 address space.

#### 4. FEES, CHARGES AND REVENUE SHARING

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

Fees and Charges for FTSP License		
a.	License Acquisition Fee	BDT 20,00,000/-
b.	License Migration Fee	BDT 8,00,000/-
c.	Annual License Fee	BDT 10,00,000/-
d.	License Renewal Fee	BDT 15,00,000/-
e.	Bank Guarantee	BDT 20,00,000/-
f.	Revenue Sharing	2% of annual audited gross revenue relevant to IP Telephony services
g.	Social Obligation Fund	BDT 5,00,000/-

##### 4.2 Annual License Fee:

- 4.2.1 Annual License Fee, applicable for the first year of License period on any renewal, shall be payable along with the License Renewal Fee.
- 4.2.2 From the 2<sup>nd</sup> year of the issuance of the License, the Licensee shall pay the Annual License Fee to the Commission in advance, and which shall be applicable for the subsequent years till the License validity date.

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

4.4 **Bank Guarantee:** As explained in the relevant clauses of these License.

##### 4.5 Revenue Sharing:

- 4.5.1 FTSP Licensee shall pay a sum equivalent to 2% (two percent) of the annual audited gross revenue of the Licensee, relevant to IP Telephony services only, as revenue share.
- 4.5.2 Revenue sharing for FTSP License shall be applicable from the third year of issuance of the License. No revenue (0%) shall be shared for the first 2 (two) years from the date of issuance of the FTSP License. However, for migrating FTSP Licensees, revenue sharing shall be applicable from the first year of issuance of the License.

4.5.3 Revenue share shall be paid on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter on quarterly gross revenue. The total revenue share shall be reconciled on an annual basis based on the Licensee's audited accounts for that year. If there has been any underpayment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any over payment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission.

**4.6 Social Obligation Fund:**

4.6.1 FTSP Licensee shall pay a sum equivalent to BDT 5,00,000/- (five lac taka) as contribution to Social Obligation Fund (SOF).

4.6.2 Contribution to SOF for FTSP License shall be applicable from the third year of issuance of the License. No contribution shall be applicable for the first 2 (two) years from the date of issuance of the FTSP License. However, for migrating FTSP Licensees, contribution to SOF shall be applicable from the first year of issuance of the License.

4.6.3 This contribution to SOF shall be paid on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that fiscal year and if there has been any under payment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any over payment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission.

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

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

**4.9 Annual Audited Gross Revenue:**

4.9.1 For the consideration of revenue sharing, Annual Audited Gross Revenue would refer to the total revenue earned by the Licensee from all licensed services and activities authorized under the License during a financial year, before deduction of any operating expenses, taxes, commissions, or other charges, and as verified by an independent auditor registered with the Institute of Chartered Accountants of Bangladesh (ICAB). Such revenue shall include, but not be limited to:

- (a) Income from broadband, data, voice, and IP-based communication services;
- (b) Charges received from domestic leased line and enterprise connectivity services;
- (c) Revenue from infrastructure sharing, co-location, and bandwidth resale;

- (d) Income derived from installation, activation, maintenance, and service charges related to licensed services; and
- (e) Any other fees or payments received from subscribers or other operators arising directly from the provision of services under this License.

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

4.10 All fees and charges, paid by the Licensee in accordance with the License and/or Guidelines, are non-refundable and are payable in favour of "Bangladesh Telecommunication Regulatory Commission (BTRC)" in the form of bank draft or pay order from any scheduled bank of Bangladesh. Fees and charges may also be paid through any other payment system approved by Bangladesh Bank (e.g. BEFTN/EFTN/RTGS/NPSB) with prior approval from the Commission.

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

## **5. NETWORK TOPOLOGY, CONNECTIVITY AND INTEROPERABILITY**

### **5.1 International Connectivity:**

- 5.1.1 The Licensee shall obtain international bandwidths for all categories of international services; including voice, internet, and data connectivity; exclusively from duly licensed ICSPs. FTSP 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.
- 5.1.2 Until the expiration of the existing International Gateway (hereinafter referred to as "IGW") and International Internet Gateway (hereinafter referred to as "IIG") licenses, services through these entities shall continue to be functional under the current licensing regime and in accordance with their respective guidelines.
- 5.1.3 The Licensee shall be able to independently enter into international service arrangements, including IP transit (for internet data bandwidth), carrier contracts (for voice service), provided that all such services are accessed through leased circuit provided by ICSP licensees. Prior to the commencement of such services, the Licensee shall have to establish, maintain, and provide to the Commission a technical arrangements or facility based on Deep Packet Inspection (DPI) for traffic monitoring and classification. The Commission shall issue necessary directives regarding the modality and detail requirements of such monitoring facility from time to time.
- 5.1.4 When the Licensee terminates international incoming voice or sends outgoing international voice directly by contracting 3<sup>rd</sup> party carriers through the connectivity extended by ICSP, revenue sharing for such international calls shall be as follows:
  - (a) For International Incoming Calls:

- i. International incoming call termination rates shall be decided by the Commission, which may be reviewed from time to time.
- ii. After deducting VAT (if applicable), the prevailing international incoming call rates in Bangladesh Taka (BDT) shall be shared in the following proportion.
  - The Licensee shall pay to the Commission 70% (seventy percent) of the call rates.
  - The Licensee may keep the remaining 30% (thirty percent) of the call rates.

(b) For International Outgoing Calls:

- i. International outgoing call rates and overseas settlement rates shall be approved by the Commission upon the Licensees' proposal. These rates may be reviewed from time to time by the Commission. The ICSP Licensee shall pay the settlement amount to the overseas carrier. The Licensee shall collect VAT (in BDT) during international outgoing calls from subscribers and shall pay VAT to the government. The revenue shall be calculated according to the following formula:

$$Z = (Number\ of\ Pulse \times X) - (Number\ of\ Pulse \times Y)$$

Where,

“X” = Call rate (in BDT) per pulse; and

“Y” = Specific settlement rate (in BDT) payable to overseas carriers per pulse.

- ii. The pulses shall be equal for both “X” and “Y” rates and to be determined by the commission while approving rates.
- iii. The “Z” balance amount shall be shared according to the following proportion:
  - The Licensee shall pay 55% (fifty five percent) of “Z” to the Commission.
  - The Licensee may keep the remaining 45% (forty five percent) of “Z”.

5.1.5 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.

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

**5.2 Domestic Interconnection and Peering:**

**5.2.1 New Framework for Domestic Interconnection and Peering:** The Licensee shall establish and maintain domestic voice interconnection and internet peering arrangements in accordance with the procedures and conditions prescribed herein, which shall collectively be referred to as the “New Framework”.

(a) The Commission shall, prior to the expiration of existing Interconnection Exchange (hereinafter referred to as “ICX”) licenses, issue separate

directives specifying the new arrangements for domestic voice interconnection. These directives shall include detailed provisions relating to traffic monitoring, revenue-sharing mechanisms, and other associated regulatory matters. Once issued, such directives shall be binding on all concerned Licensees.

- (b) The Commission shall, before the deregulation of National Internet Exchange (hereinafter referred to as "NIX") licenses, issue necessary directives outlining the regulatory framework for domestic internet peering. These directives, once issued, shall be legally binding upon all concerned Licensees and parties.
- (c) The Licensee shall have to participate mandatorily in domestic voice interconnection and internet peering arrangements as prescribed by the Commission. All such arrangements shall be established and operated in accordance with the aforementioned directives issued by the Commission for this purpose.
- (d) For the establishment of interconnection and/or peering arrangements, the Commission may, at its discretion, permit CMSP and FTSP Licensees to form a consortium or to engage qualified entities, such as the NICSP, selected through a competitive process conducted under the supervision and directives of the Commission.
- (e) Voice interconnection and internet peering shall be maintained as logically separate systems. However, physical separation is not mandatory. Active infrastructure sharing for domestic interconnection and peering exchanges is encouraged to enhance operational efficiency and cost-effectiveness. However, such sharing shall be governed by the prevailing Infrastructure Sharing Guidelines or any specific instructions issued by BTRC.
- (f) The Licensee shall ensure at least one redundant connectivity path for all critical interconnections and peering arrangements to maintain service continuity.
- (g) All Licensees shall periodically conduct failover and recovery testing of interconnection and peering systems and submit compliance and test reports to the Commission, as and when required.
- (h) The Licensee shall maintain interconnection on fair, reasonable, and non-discriminatory (FRND) terms and shall not enter into any agreement that restricts competition, limits market access, or reduces consumer choice.

**5.2.2 Interim Framework for Domestic Interconnection and Peering:** The procedures and conditions governing the interim arrangement for domestic voice interconnection and internet peering shall be in accordance with the procedures and conditions prescribed herein, which shall collectively be referred to as the "Interim Framework".

- (a) The Licensee shall maintain interconnection with the Licensed ICX operators for voice services, in accordance with the relevant licensing Guidelines. This interconnection shall continue only until the expiry of the existing ICX licenses.
- (b) As long as this interim interconnection framework is maintained, prevailing interconnection tariff and charges shall be applicable.
- (c) The Licensee may maintain domestic internet peering for internet services through licensed NIX operators, in accordance with the relevant licensing

Guidelines. This peering may continue only until the expiry or deregulation of the existing NIX licenses or any alternative date stipulated by the Commission.

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

#### **5.2.3 Provisions for Voice Services:**

(a) International voice calls originating from or terminating in Bangladesh may be routed either through the international connectivity established in accordance with Clause No. 5.1 of this License or through the ICX as defined under the Interim Framework.

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

#### **5.3 Transmission Facilities:**

5.3.1 The Licensee shall lease domestic transmission facilities (primarily optical fibre) and infrastructure only from licensed NICSP(s).

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

5.3.3 To support the development of robust access networks, the Licensee may lease dark fibre from NICSPs in accordance with applicable guidelines.

#### **5.4 Deployment of Last Mile Connectivity:**

5.4.1 Notwithstanding to the provisions of any other guidelines/provisions, the Licensee may build/deploy their own last mile connectivity.

#### **5.4.2 Limitations and Conditions for Last-Mile Connectivity:**

(a) In city corporations and municipalities (Pourashava), the length of last mile connection shall be limited to the minimum feasible distance required to connect the end user from the nearest PoP located within the same ward as the end user.

(b) In other areas, if no PoP is available within the same union as that of the end user, the last-mile connection may be extended only up to the minimum feasible distance required to connect the end user from the nearest PoP situated within an immediately adjacent union. This exception shall not be applicable to urban or metropolitan areas.

(c) Where connectivity to the end user requires extension beyond the aforementioned limits, such connectivity shall be obtained through the network and infrastructure of the Licensed NICSP(s), in full compliance

with the applicable interconnection and infrastructure sharing provisions prescribed by the Commission.

- 5.4.3 In case of deploying last mile connectivity, the Licensee shall follow all regulations, rules, instructions, orders, and/or directives of the local authority.
- 5.4.4 The Licensee may also request the Licensed NICSP(s) to provide necessary last mile connectivity.
- 5.4.5 The Licensee may build/deploy last mile network jointly with other FTSP, District FTSP and/or NICSP Licensees subject to the prior approval of the Commission and the provisions set forth in the License and/or Guidelines.

5.5 **De-cluttering of Overhead Optical Fibre and Wired Networks:** The Licensee shall ensure that the deployment of overhead optical fibre and wired networks is carried out in a safe, coordinated, and efficient manner to prevent congestion, duplication, and public hazards. The Licensee shall participate in and comply with any de-cluttering, rationalization, or infrastructure-sharing initiatives directed by the Commission to optimize the use of telecom infrastructure and minimize wastage of national resources.

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

- 5.6.1 The Licensee shall ensure compatibility of signalling, routing, numbering, and addressing systems with other licensed operators, in line with standards prescribed by the Commission from time to time. This is essential for ensuring seamless voice calls between authorized/licensed voice service providers.
- 5.6.2 The Licensee shall maintain and update routing databases, and IP addressing in coordination with the Commission and other relevant licensed operators.
- 5.6.3 The Licensee shall ensure redundancy, resilience, and adequate capacity at interconnection points to maintain service quality and prevent congestion.
- 5.6.4 The Licensee shall ensure that the services provided under their License can seamlessly interoperate with corresponding services of other licensed operators.
- 5.6.5 The Licensee shall facilitate interoperability with emergency services, lawful interception systems, and government-mandated platforms.
- 5.6.6 For ensuring interoperability and to provide services under this License the Licensee shall make Service Level Agreement with other appropriate Licensees of the Commission and shall:
  - (a) Submit all concluded interconnection and other agreements to the Commission within 15 (Fifteen) days of signing the agreement; and
  - (b) Comply with all other access, backbone and interconnection obligations including Service Level Agreement as stipulated by the Commission or as issued by the Commission from time to time.
- 5.6.7 The Licensee shall not impose any technical or other conditions, which may hamper access, backbone or interconnection apart from that stipulated by the Commission nor shall the Licensee inhibit access, backbone or interconnection through other ways or means.

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

5.8 The Commission may issue additional instructions/directives on domestic interconnection and peering arrangement, any matters concerning to connectivity, interoperability requirements or prescribe technical standards, and protocols for

interconnection from time to time, which shall be considered an integral part of the License and/or Guidelines; and shall be legally binding on the Licensee.

## **6. OPERATIONAL/TECHNICAL OBLIGATIONS AND STANDARDS**

- 6.1 The Licensee shall be independently responsible for the deployment and operation of their fixed access networks using radio and/or fibre, as applicable.
- 6.2 All domestic traffic within own network of the Licensee will be routed directly through its own network.
- 6.3 The Licensee shall route all domestic internet/inter-operator traffic through the domestic interconnection and peering arrangement set forth in the License/Guidelines or other domestic peering points approved by the Commission.
- 6.4 The Licensee shall establish a Network Operations Centre (NOC) to be operated on a 24/7 basis for network monitoring, maintenance, and service assurance.
- 6.5 Where entitled, fibre cables along roads must be placed underground in areas with existing road codes, complying with telecom-grade specifications.
- 6.6 **Migration to IPv6:** The Licensee must adopt IPv6 and complete migration from IPv4 to reduce dependency on limited IPv4 address space, in accordance with the technical guidelines provided by the Commission.

### **6.7 Usage of Equipment:**

- 6.7.1 The Licensee will connect its subscribers using appropriate equipment and technology in conformance of the scope of its service.
- 6.7.2 Only equipment models or types approved by the Commission shall be used in licensed radiocommunications networks and systems. In case of an equipment model or type that has not been approved, clearance for the use of such equipment must be obtained from the Commission.
- 6.7.3 The Licensee shall not initiate any import/purchase of any telecommunication equipment/apparatus (radio or non-radio) required for its network and/or operation without having prior permission from the Commission.
- 6.7.4 The Licensee shall not sell any equipment imported/purchased by them under the License to anybody without any prior permission of the Commission.
- 6.7.5 The Licensee shall not connect to the systems, any equipment or system(s) that does not comply with the national standards for telecommunication apparatus set by the Commission.
- 6.7.6 Technical characteristics of equipment used under this License shall be in conformity with the ITU and other related International Standards. The Licensee shall provide details of the proposed apparatus before the installation of the system.

### **6.8 Testing and Emergency Alert Obligations:**

- 6.8.1 The Licensee shall maintain simulation and testing laboratories to validate network upgrades and new features. Service-affecting upgrades shall be scheduled maintenance windows with prior customer notification.
- 6.8.2 The Licensee must integrate and comply with national emergency alert systems for early warnings on disasters and national security events, per directives from the Commission and relevant governmental entities.

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

6.10 **Numbering Plan:**

- 6.10.1 Voice services will be provided with separate numbering plan. Applicable numbering plan shall be assigned to the Licensee by the Commission.
- 6.10.2 The Licensee shall comply with any national numbering plan provided by the Commission with regard to the same and abide by all guidelines on usage, allocation and assignment of numbers issued by the Commission. The Licensee shall provide justification for the use of numbers if called for by the Commission, in any application and shall seek to ensure efficient allocation and usage of the numbers amongst its subscribers.
- 6.10.3 Any numbering plan assigned to the Licensee by the Commission is the property of the Commission; the Licensee and its subscribers shall not have proprietary rights in the numbering plan and telephone numbers assigned under the numbering plan respectively. The Commission reserves the right to amend or reallocate any numbering plan upon written notice to the Licensee at the cost, if any, of the Licensee.
- 6.10.4 The Licensee shall inform the Commission on any arrangements for the allocation and reallocation of numbers and codes within its own numbering plan, and prepare and furnish to the Commission its proposals for developing, adding to or replacing the numbering plan relating to the services.
- 6.10.5 The Licensee shall comply with the framework, arrangements and requirements prescribed by the Commission, for any matters relating to numbering plan, including all relevant Codes of Practice, directions and notifications which the Commission may issue from time to time.

6.11 **Sharing of Facilities:**

- 6.11.1 The Licensee shall share the infrastructures in accordance with the prevailing Infrastructure Sharing Guidelines of the Commission.
- 6.11.2 Where it deems necessary, the Commission may direct the Licensee to share facilities and/or infrastructure with other Licensees, and the Licensee shall cooperate and work with other Licensees for infrastructure sharing.

6.12 **Commencement of Service:**

- 6.12.1 The Licensee shall start providing the service to its subscribers within 06 (six) months from the date of License issuance. Time extension may be considered by the Commission upon receiving of written application regarding time extension from the Licensee stating valid reasons thereof, failure to which may lead to the cancellation of License.
- 6.12.2 The Licensee shall have to obtain necessary approval from the Commission before providing the services commercially.

6.13 **Continuation of Service:** The Licensee shall not discontinue providing services under the License, unless the Licensee notifies the Commission, probable affected customers and other stakeholders at least 90 (ninety) days prior written notice of such discontinuation. In case of maintenance or unavoidable circumstances for temporary interruption, the Licensee shall have to obtain prior written approval of the Commission

and provide reasonable advance notice to all stake holders to be affected by such interruption or suspension.

6.14 **Cybercafé Service:** The Licensee is allowed to provide cybercafé services according to the following conditions:

- 6.14.1 Cybercafé must have an office with valid address and must have at least two phone numbers and one e-mail address for contact.
- 6.14.2 Cybercafé shall have to keep the record of the visiting user's name and address or National ID Card No. in a register.
- 6.14.3 To provide privacy, only for the screen/monitor, a partition may be used. However, the maximum height would be 4 feet from the floor level. Any kind of door or restriction is not allowed in the entrance of booth (workstation/terminal).
- 6.14.4 During School time, uniformed students shall not be allowed to access the cybercafé. If they can provide any recommendation from school authority or guardian, they may be allowed access only for educational needs.
- 6.14.5 A complaint box should be provided in an open place of the cybercafé. The Licensee shall maintain a register and take necessary actions about the complaints of the subscribers. The Licensee shall submit report on quarterly basis to the Commission about the complaints of the subscribers and the actions taken on those complaints.
- 6.14.6 The bandwidth or internet connection cannot be used for any illegal operation. No pornographic and subversive sites shall be allowed to be accessed.
- 6.14.7 The Licensee shall submit to the Commission half yearly report, within the thirty first of July and January on the quality of service offered to its subscribers, indicating the level of performance achieved by cybercafé during the preceding half year.
- 6.14.8 BTRC and/or Law Enforcing Agency shall have the right to inspect any cybercafé at any time.
- 6.14.9 The cybercafé shall maintain QoS as may be set by the Commission from time to time.
- 6.14.10 The Licensee shall have to preserve IP Log of their users and shall have to provide it as per the requirement of BTRC or any Law Enforcing Agencies.
- 6.14.11 The Licensee shall have to install adequate number of Closed-Circuit Television (CCTV) cameras, inside the cybercafé premises, required to monitor each and every booths (workstation/terminal).

6.15 District FTSP licensees are permitted to operate as the carrier for IP Telephony services, triple play services, and quad play services under a contractual agreement with an FTSP licensee. For any such arrangement, it is mandatory that all related telecommunications resources, including numbering resources, are utilized strictly in the name and under the authority of the partnering FTSP licensee.

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

6.17 If third party owned or licensed property is affected as a result of the installation and/or maintenance work, the Licensee shall seek the consent from the applicable third party

prior to displacing or hindering with telecommunication lines, gas or water pipes, drains or sewers, or tubes, casings, ducts, wires or cables or other third-party properties or equipment.

- 6.18 The Licensee shall be solely liable for any losses, damages, claims, costs or expenses caused, arising from or in connection with any installation and/or maintenance work in public and restricted areas.
- 6.19 Any service plan offering data speeds below the minimum broadband speed as defined in the National Broadband Policy shall not be labelled, categorized, marketed, advertised, or otherwise represented as "Broadband" in any customer-facing, promotional, or official material.
- 6.20 The Licensee shall ensure that the deployed system is equipped with adequate facilities to detect and prevent any international voice call bypassing through its network.

## 7. ROLLOUT OBLIGATION AND BANK GUARANTEE

- 7.1 Rollout obligations that the Licensee have to fulfil from the date of issuance of the License, shall be as follows:

Year	Minimum No of Districts Covered	Minimum Number of PoPs to be established per District	Minimum Subscribers per District	Rate of Reduction in BG Amount
1 <sup>st</sup>	1	Establishment of PoP in 70% of Upazila/Thana and expansion of services/network in 70% areas of each District.	100	5%
2 <sup>nd</sup>	2	Establishment of PoP in 70% of Upazila/Thana and expansion of services/network in 70% areas of each District.	200	5%
3 <sup>rd</sup>	6	Establishment of PoP in 70% of Upazila/Thana and expansion of services/network in 70% areas of each District.	500	10%
4 <sup>th</sup>	12	Establishment of PoP in 70% of Upazila/Thana and expansion of services/network in 70% areas of each District.	600	15%
5 <sup>th</sup>	24	Establishment of PoP in 70% of Upazila/Thana and expansion of services/network in 70% areas of each District.	700	15%

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

### 7.3 **Bank Guarantee:**

7.3.1 The Licensee shall, within thirty (30) days from the date of issuance of the License, submit unconditional Bank Guarantees (BG) in favour of "Bangladesh Telecommunication Regulatory Commission (BTRC)" for the total amount specified in this License, according to the prescribed format (Appendix-7 of the Guidelines), issued by a scheduled Bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. of 1972)]. The total Bank Guarantee amount shall be furnished in 6 (six) separate instruments.

7.3.2 Provisions for the first 05 (five) Bank Guarantees shall be as follows:

- (a) These Bank Guarantees shall be furnished in 5 (five) separate instruments, which amounts to 5% (five percent), 5% (five percent), 10% (ten percent), 15% (fifteen percent), and 15% (fifteen percent) of the total amount specified in this License, according to the prescribed format (Template-1 of Appendix-7 of the Guidelines).
- (b) Each of these Bank Guarantee shall be linked directly 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.
- (c) These Bank Guarantees shall remain valid until the Commission confirms satisfactory fulfilment of the rollout target of each year.
- (d) 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.
- (e) In the event that the Licensee fails to meet the prescribed rollout target for any given year, the Commission shall invoke and encash the Bank Guarantee associated with that year, consistent with the rate of reduction indicated in rollout obligation. In case of such encashment, the Licensee shall re-submit the encashed Bank Guarantee within 30 (thirty) days of such encashment.
- (f) In the event of underperformance or failure by the Licensee to fulfil the prescribed rollout obligations for 02 (two) consecutive years, the Commission may, in addition to the encashment of the Bank Guarantee, impose appropriate regulatory measures, including but not limited to financial penalties, suspension or revocation of the License, or any other action as may be deemed necessary in accordance with the applicable laws, rules, and directives of the Commission.
- (g) 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.
- (h) Migrating Licensees who have already fulfilled all the required rollout targets/obligations stated above, may be exempted from submitting these Bank Guarantees associated with the performance of rollout target.

7.3.3 Provisions for the sixth/last Bank Guarantee shall be as follows:

- (a) This Bank Guarantee shall be furnished in a separate instrument, which amounts to the remaining 50% (fifty percent) of the total amount specified in this License, according to the prescribed format (Template-2 of Appendix-7 of these Guidelines).
- (b) This Bank Guarantee shall be kept and will serve as security deposit for all kinds of outstanding and relevant dues payable under the provisions of the License.
- (c) 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.
- (d) In case of failure to make any payment within the stipulated time, the equivalent amount shall be encashed by the Commission from this Bank Guarantee. The Commission may encash the Bank Guarantee to any extent to realize the outstanding dues/fines as well. When this Bank Guarantee will be encashed fully by the Commission for non-payment of outstanding dues, the Commission will take necessary action to cancel the License, if the Licensee does not resubmit this Bank Guarantee in full.

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

## **8. QUALITY OF SERVICE**

- 8.1 The Licensee shall have the obligation to comply with the Quality of Services Regulations/Directives/Instructions/Orders/Guidelines issued by the Commission from time to time and meet the QoS standards as set thereof. All such Regulations/Directives/Instructions/Orders/Guidelines shall be considered as an integral part of this License.
- 8.2 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without any prior notice and the Licensee shall comply with the new QoS standards imposed within the time period specified by the Commission. The Licensee shall submit to the Commission quarterly reports on its compliance with each of the QoS standards.
- 8.3 The Commission may introduce Key Performance Indicators (KPIs) covering accessibility, retainability, integrity, session continuity, coverage and capacity, throughput, etc.
- 8.4 The Licensees shall maintain a maximum contention ratio of 1:4 between international internet traffic and local cached content. This requirement shall not apply to Licensees offering unlimited data plans. The Commission reserves the right to periodically review and revise this ratio in accordance with network performance metrics and policy objectives. In case this ratio exceeds 1:4 then the licensee shall be obligated to provide the excess content value free of charge.
- 8.5 If the Licensee does not meet the QoS standards, the Commission may impose penalties. The Commission shall have the right to check and measure the QoS provided by the Licensee at any time during the validity of the License.
- 8.6 The Licensee shall clearly indicate to its subscribers, at the time of entering into contract with such subscribers, about the specifications and the quality of service.

## **9. TARIFF AND PRICING**

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

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

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

- 9.3.1 A written tariff chart/schedule containing the maximum and minimum charges that it proposes to charge for the service, and its justification for the charges; and
- 9.3.2 The description of the service, the terms and conditions and all other relevant information that it proposes to publish to its customers. The information to be published must be in a form which is readily available, current and easy to understand.

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

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

9.6 The Licensee shall follow any applicable Interconnection Tariff, Inter-operator Interconnection charges and International Voice Calls Tariff imposed or to be imposed from time to time by the Commission.

## **10. SPECTRUM ASSIGNMENT**

10.1 The Licensee may utilize Industrial, Scientific, and Medical (hereinafter referred to as "ISM") bands, License-free bands, or licensed spectrum to provide fixed wireless services.

10.2 The Licensee may provide fixed wireless broadband services.

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

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

10.5 In order to utilize licensed spectrum, the Licensee shall submit a separate application and obtain a separate License or assignment from the Commission for providing authorized fixed wireless services within the authorized service area.

10.6 The Commission may assign spectrum to any single Licensee or a consortium of Licensees.

10.7 The Licensee shall not be eligible for assignment of spectrum from the International Mobile Telecommunications (IMT) spectrum bands. However, in the event that surplus spectrum remains available after fulfilling the assignment requirements of the mobile network operators, the Commission may, at its discretion, consider the eligibility of the

Licensee for such spectrum assignment through a competitive bidding process, subject to the terms, conditions, and procedures as prescribed by the Commission.

- 10.8 The Licensee shall follow the terms and conditions of the instruction/order/directive/decision of the Commission for using the ISM band to provide Wi-Fi based services.
- 10.9 Assigned frequency and radio apparatus or any right thereof, wholly or partly, are not transferable by any means whatsoever, and, therefore, cannot be sold, let, pledged, hypothecated, mortgaged, charged or encumbered or in any other manner transferred by the Licensee to any person or institution or company or organization subject to the issues enshrined in Section 55 and 37(2)(i) of the Act, 2001. Any such charge, transfer, hypothecation, pledge or encumbrance of these equipment and any agreement, power of attorney or any other document executed in connection with such desired transaction shall be void ab initio and, hence, shall be without lawful authority and of no legal effect. This provision shall survive termination or cancellation of the License or frequency assigned howsoever caused.
- 10.10 The Commission shall have the authority to inspect and analyse the spectrum efficiency of any assigned frequencies to ensure proper utilization of the frequencies at any time.
- 10.11 The Commission reserves the right and authority to cancel or revoke the assignment of the frequency, fully or partially, without prejudice to the right and authority to take any other lawful action by giving prior notice to the Licensee, for any of the following reasons:
  - 10.11.1 National security or national interest.
  - 10.11.2 Non-compliance/violation/breach of any conditions of the Guidelines/License.
  - 10.11.3 Non-payment of any dues where the Licensee has failed to pay within the period specified by the Commission in the final notice unless the matter is pending for any judicial adjudication with interim order.
  - 10.11.4 Use of unassigned frequencies.
  - 10.11.5 Any other reasonable cause deemed to the Commission fit and proper within the scope of the BTRA, 2001.
- 10.12 **Mitigation of Interference:** The Licensee, while providing fixed wireless service(s), shall abide by the following instructions strictly for the avoidance and mitigation of harmful interference:
  - 10.12.1 The Licensee shall keep its usage of spectrum strictly within the assigned frequency band.
  - 10.12.2 The Licensee shall ensure that transmission of radio signal is restricted as per the respective guidelines/directives/instruction issued or to be issued by the Commission from time to time, and the ITU Radio Regulations to avoid harmful interference.
  - 10.12.3 The Licensee shall refrain from causing harmful interference with its system(s) to other radio communication networks (terrestrial/GSO satellite/NGSO satellite) licensed by the Commission or the systems of Government agencies. In the event, the occurrence of such harmful interference to another licensed radiocommunication network is detected, the Licensee shall immediately take the following measures:

- (a) Immediately report about the harmful interference to the Commission with detailed technical data; and
- (b) Immediately take necessary corrective measures (e.g. spectrum separation, geographical separation, beamforming, emission mask, frequency hopping etc.) to stop causing harmful interference to the affected networks.

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

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

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

## 11. LAWFUL INTERCEPTION, MONITORING AND COMPLIANCE

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

11.2 **Monitoring:**

- 11.2.1 The Commission may direct the Licensee to take necessary technical measures to identify and monitor subversive or illegal activities. The Commission may also direct the Licensees to submit the relevant information to the Commission from time to time. Following the instruction of the Commission, the Licensee shall implement self-regulatory mechanism to detect and deactivate its subscriptions engaged in subversive or illegal activities.
- 11.2.2 The Licensee shall cooperate with designated national Cyber Incident Response Team (CIRT) regarding new and emerging threats as well as incident management of national magnitude.
- 11.2.3 The Licensee shall abide by any Order, Decision, Guidelines, Directives, or Instructions issued by the Government/Commission regarding Cybersecurity as well as any internationally recognized cybersecurity/risk management framework/guidelines.
- 11.2.4 The Licensee shall extend remote online access to its Operation and Maintenance (O&M) Control Consoles to the Commission. If online access is not possible, offline access has to be provided. In such case, the facilities must be with original software and hardware to effectively communicate with the Licensee's O&M system. The Licensee shall extend maintenance support of the supplied system. The terminal shall be equipped with sufficient primary storage and external storage to maintain traffic data, log files and CDR/IPDR dump for at least (six) 6 months.
- 11.2.5 The Licensee shall inform the Commission about the network routing used and systems followed for the transmission and reception of messages, signals and other information into and out of its systems.

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

#### 11.4 **Preservation of Records:**

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

- (a) CDR, IPDR, Transaction Detailed Record (TDR), system logs or audit trails related to CDR changes, network traffic data, QoS and KPI reports with base data, official correspondence with the Commission, statements/reports etc., whichever is applicable.
- (b) IPDRs shall contain information such as source and destination IP addresses (Both Public and Private), session start and end times, data volume, service identifiers, subscriber identity, and network resource utilization details, as applicable. IPDRs shall be generated, stored, and maintained by the Licensee for each IP session in accordance with the formats, and frequency prescribed by the Commission.
- (c) Media Access Control (MAC) address of all devices used by both the Licensee and their subscriber must be preserved and provided to the Commission as requested.
- (d) User's history records, system failure records, Simple Network Management Protocol (SNMP) traffic data and bandwidth utilization records of individual user as daily log.
- (e) Data session logs/info along with IP address for 1 (one) year for scrutiny by or as directed by the Commission. The Licensee does not require permission to delete records which have not been instructed to retain.

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

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

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

#### 11.6 **Privacy of Communications:**

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

11.6.2 The Licensee shall take reasonable measures to safeguard its licensed system from unauthorized interception of communication carried on the Licensed system.

### **12. SUBSCRIBER REGISTRATION, CONFIDENTIALITY AND DATA PRIVACY**

12.1 **Registration of Subscriber:** The Licensee shall be liable for registration of all subscribers in accordance with the procedures decided by the Commission from time to time. The Commission reserves the right to take necessary actions according to the



License, Guidelines and/or the provisions of the Act, for non-compliance of this condition and may impose fine for non-compliance.

## 12.2 **Subscriber Confidentiality:**

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

- (a) Where the disclosure of the information is necessary for the purposes of detecting, preventing or investigating crime in which case disclosure should only be made to persons authorized by the Commission or Law Enforcement Agencies (LEA).
- (b) Where disclosure is deemed necessary by the Commission or other national security agencies and law enforcement agencies, where such disclosure should only be made to persons authorized by the Commission or LEA. and
- (c) Where disclosure is ordered by a court of competent jurisdiction or so provided by law.

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

- (a) Internal planning, provisioning and billing for Services.
- (b) Other purposes approved by the Commission or permitted by any applicable law(s) of the land.

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

## 12.3 **Data Privacy:**

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

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

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

## 13. ACCOUNTS AND AUDITING

### 13.1 **Accounts:**

13.1.1 The Licensee shall maintain 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.

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

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

**13.2 Auditing:**

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

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

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

**14. COMMUNICATION, INSPECTION AND REPORTING**

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

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

**14.3 Information and Inspection:**

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

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

**14.4 Reporting and Planning:**

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

- 14.4.2 The Licensee shall publish Annual Report in accordance with the International Financial Reporting Standards (IFRS), the Companies Act 1994, the Securities and Exchange Rules 2000, relevant guidelines issued by the Bangladesh Securities and Exchange Commission, Financial Reporting Act, 2015 and other appropriate laws in Bangladesh, as applicable.
- 14.4.3 The Licensee shall submit to the Commission a hard copy and a soft copy (scanned PDF) of the audited financial report, regularly on an annual basis, which will contain the financial statements presenting the financial position & performance of the Licensee. The Licensee shall also submit to the Commission a certified copy of the return submitted to the RJSC, regularly on an annual basis, along with all the submitted documents with the return.
- 14.4.4 The Commission may ask for any other information, upon which, the Licensee shall be obligated to furnish such information to the Commission.
- 14.4.5 The Licensee shall submit detailed plans and digital network maps for last mile fibre deployment and any other resources as required by the Commission, to assist in capacity forecasting and equitable access planning.

## **15. SUSPENSION, CANCELLATION, REVOCATION AND FINES**

### **15.1 Suspension and Cancellation of License:**

- 15.1.1 The Commission may, in any of the events specified in Section 46 of the Act, suspend or cancel all or any part of the License.
- 15.1.2 If the Licensee violates any of the clause(s) of the Guidelines or the License, the Commission may issue a show cause notice to the Licensee. Licensee shall have to submit a reply of the show cause notice to the Commission. If the reply of the show cause notice is found unsatisfactory to the Commission, the Commission shall consider the followings:
  - (a) may impose fine to the respective Licensee; or
  - (b) may take necessary actions for the cancellation of the License in accordance with the Act; or
  - (c) may take other lawful actions.
- 15.1.3 The License may be cancelled by the Commission, and the Licensee shall be liable for action, in accordance with the provisions of Bangladesh Telecommunication Regulation Act, 2001 on the following grounds including but not limited to:
  - (a) that any information furnished in the Application form for obtaining the License is found incorrect/false, which is mala fide;
  - (b) that the Licensee has obtained License hiding the information as mentioned in the Guidelines and the Act; and the reason for not providing the information is not acceptable;
  - (c) that the assigned frequency is cancelled for not being able to use it within 01 (one) year from the date of assignment;
  - (d) that required fees and charges are not paid by the Licensee as per the terms and conditions of the License;
  - (e) that the Licensee is involved with illegal call termination and failed to adopt appropriate measures as per direction of the commission in this regard;

- (f) that the Licensee has failed to follow the directions of the Commission to prevent its subscriber from illegal call origination and termination activities;
- (g) that the Licensee has transferred any share or issued new shares without prior written permission of the Commission;
- (h) that the Licensee has disclosed or is involved with any discloser of any information to anybody/performing any illegal activities that may hamper national security, integrity, sovereignty, stability, and harmony;
- (i) that national security, integrity, sovereignty, stability and harmony is hampered by using the telecommunication infrastructure of the Licensee,
- (j) that the Licensee violates or purports to violate any terms and/or conditions of the License, Guidelines, Regulations, Directives, Instructions, Orders, Circulars, Byelaws or Decisions etc.

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

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

- 15.2.1 In the event of suspension or cancellation or revocation of the License in accordance with the provisions of the Act, 2001, the Commission may engage any agency or administrator at a rate of fees and on such tenure as may be decided by the Commission to operate and maintain the system and services in order to continue with and fulfil the obligations of the Licensee towards its subscribers. The Licensee shall not have any claim for any compensation and any right on the revenue for the same.
- 15.2.2 Cancellation or suspension of the License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act, 2001 or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.

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

- 15.3.1 The term of the License expires without renewal;
- 15.3.2 The Licensee agrees to the termination of this License; or
- 15.3.3 The License is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this License.

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

**16. CHANGES IN MANAGEMENT/OWNERSHIP/SHARE STRUCTURE**

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

- 16.1.1 Any proposed merger, acquisition, amalgamation, consolidation, or transfer of ownership or control involving a FTSP Licensee shall require the prior written approval of the Commission. No such transaction shall be valid or effective without such approval.
- 16.1.2 The Licensee shall seek prior written approval from the Commission before making any change in its License name.

- 16.1.3 The Licensee intending to enter into any merger, acquisition or changes in its ownership/shareholding arrangement shall submit a formal application to the Commission, accompanied by full disclosure of the proposed transaction, ownership structure before and after the transaction, financial implications, and its potential impact on market competition, consumer interest, and network operations.
- 16.1.4 The Commission, before extending approval, shall evaluate each proposal to ensure that the transaction:
  - (a) does not result in market dominance or anti-competitive conduct;
  - (b) safeguards continuity of services and protection of subscribers;
  - (c) preserves national security and data sovereignty; and
  - (d) aligns with the objectives of the Policy.
- 16.1.5 The Licensee shall obtain clearance from relevant authorities, including but not limited to the Bangladesh Securities and Exchange Commission (BSEC), BIDA, or other competent agencies, prior to completion of the transaction, where applicable.
- 16.1.6 Following the approval of the Commission and the completion of transaction, the surviving or resulting entity shall assume all rights, obligations, liabilities, and regulatory responsibilities of the existing Licensee(s) under the terms and conditions of the License.
- 16.1.7 The Commission reserves the right to impose conditions, restrictions, or financial adjustments on any approved merger, acquisition or changes in ownership to protect competition, consumer welfare, and public interest. Such conditions, restrictions, or financial adjustments including fees and charges imposed by the Commission shall be binding on the Licensee.
- 16.1.8 Application fee, as decided by the Commission, shall be applicable to all application for merger, acquisition or changes in ownership/shareholding arrangement.
- 16.1.9 Any merger, acquisition or changes in ownership completed without the prior written approval of the Commission shall be considered invalid, and may result in penalties, suspension, or revocation of the License.

## 16.2 Transfer, Assignment and Pledge as Security:

- 16.2.1 The Licensee shall not pledge, assign, or otherwise transfer the License and/or any right accrued thereafter as security for any financial arrangement without the explicit prior approval of the Commission. Any transfer, without such approval, shall be void and shall be considered as an offense liable to penalties.
- 16.2.2 By any means the License shall not be assigned or pledged as security when taking loans. The Licensee/operator with a view to collecting fund may with prior permission of the Commission take loan from any third party against its property and assets upon furnishing security provided that does not affect the customer services.
- 16.2.3 The Licensee shall not subcontract out any part of the Services or the System without prior approval of the Commission. The Licensee may appoint agents or independent contractors or sub-contractors to carry out works or provide services which enable the Licensee to discharge its duties and obligations under this License provided that the Licensee shall be liable for any act, omission,

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

- 16.2.4 The License granted under the Act and Rules shall be personal to the Licensee and shall not be assigned, sub-licensed to, transferred directly or indirectly or held on trust for any person, without the prior written approval of the Commission.
- 16.2.5 The Licensee intending to transfer its License shall submit a formal application to the Commission, accompanied by full disclosure of the proposed transaction, financial implications, and all supporting documents, as maybe asked by the Commission.
- 16.2.6 Following the approval of the Commission and the completion of transaction, the surviving or resulting entity shall assume all rights, obligations, liabilities, and regulatory responsibilities of the existing Licensee(s) under the terms and conditions of the License.
- 16.2.7 Application fee, as decided by the Commission, shall be applicable to all application for transfer of License.

#### **16.3 Conversion of Proprietorship into a Limited Company:**

- 16.3.1 A Licensee operating as a proprietorship may, with the prior written approval of the Commission, convert its business entity into a limited company in accordance with the applicable laws and procedures prescribed by the Registrar of Joint Stock Companies and Firms (RJSC).
- 16.3.2 The Licensee shall ensure that the conversion does not result in any disruption of services, alteration of ownership control without approval, or violation of the terms and conditions of the License.
- 16.3.3 The Licensee shall obtain clearance from all relevant authorities, prior to conversion, where applicable.
- 16.3.4 Upon completion of the conversion, the Licensee shall submit to the Commission certified copies of the Certificate of Incorporation, Memorandum and Articles of Association, and updated Trade License and Tax Identification Number (TIN) within thirty (30) days of issuance by the RJSC.
- 16.3.5 Upon approval by the Commission and completion of the conversion, the License shall be reissued or endorsed in the name of the newly incorporated company, subject to submission of all required documentation and payment of applicable fees, as determined by the Commission from time to time.
- 16.3.6 Following the conversion, the surviving or resulting entity shall assume all rights, obligations, liabilities, and regulatory responsibilities of the existing Licensee(s) under the terms and conditions of the License.
- 16.3.7 The Commission reserves the right to verify the authenticity and compliance of the conversion process and may approve, reject, or impose additional conditions as deemed necessary.

#### **16.4 Initial Public Offer (IPO):**

- 16.4.1 The Licensee may float its share to Initial Public Offer (IPO) as per the rules and regulations of the Security Exchange Commission of Bangladesh and in accordance with other prevailing laws of Bangladesh.
- 16.4.2 The Licensee shall require the prior written approval of the Commission before floating its share to IPO. Any floating of share to IPO conducted without the

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

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

## **17. ANTI-COMPETITIVE CONDUCT AND DISCRIMINATION**

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

- 17.1.1 a service is priced at less than marginal costs for 2 (two) consecutive months;
- 17.1.2 such costs are likely to price competition out of the market or deter competitors from entering the market;
- 17.1.3 the Licensee is able to recoup the full amount of the loss incurred during the period of price cutting,
- 17.1.4 engaging in cross subsidizing where the revenue for a service is used to unfairly cross subsidize the price of other services or equipment;
- 17.1.5 engaging in unfair pricing such as to reduce or eliminate competition including fixing prices for services or equipment at a level which cannot be re-sold with a margin of profit to subscribers;
- 17.1.6 entering into exclusive arrangements which deny competitors access to services or equipment.

17.2 **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:

- 17.2.1 asserting false or misleading claims on the availability, price or quality of its Services or Systems or the Services or Systems of any other Licensee or competitor;
- 17.2.2 degrading the availability or quality of a Licensee or competitor's Services or Systems or unfairly raising their business, operational or technical costs;
- 17.2.3 unlawfully interfering with the suppliers or subscribers of the Licensee or its competitors; or
- 17.2.4 providing false or misleading information to other Licensees or competitors or to any third party.

### **17.3 Discrimination:**

- 17.3.1 The Licensee shall not discriminate or create any inconvenience to any person, group or class of persons, and shall not give any unfair or unreasonable preference to itself or any other person in, amongst other things, the performance, price, terms, and conditions of the services provided.
- 17.3.2 The Licensee shall provide the authorized service(s) to any individual within the authorized service area in Bangladesh without any discrimination, and also



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

## **18. SIGNIFICANT MARKET POWER (SMP)**

- 18.1 The Commission shall have the authority to identify and regulate entities possessing Significant Market Power (hereinafter referred to as “SMP”), in accordance with the Act, 2001, and other applicable laws.
- 18.2 SMP regulation shall apply where any Licensee, either individually or jointly, has the ability to distort market dynamics, restrict effective competition, or abuse a dominant position. The Commission may impose proportionate, evidence-based, and non-discriminatory remedies including, but not limited to:
  - 18.2.1 Tariff regulation and interconnection obligations;
  - 18.2.2 Infrastructure and facility sharing mandates;
  - 18.2.3 Prohibition of cross-subsidization and margin squeeze;
  - 18.2.4 Requirements for accounting separation and financial transparency;
  - 18.2.5 Access obligations on fair, reasonable, and non-discriminatory terms;
  - 18.2.6 Regulation of wholesale pricing and provisioning.
- 18.3 The Licensee shall have to abide by the provisions of the regulations issued by the Government/Commission regarding SMP.
- 18.4 SMP regulation may be applied across all layers of the telecommunications ecosystem, including passive and active network infrastructure, transmission and access layers, retail and wholesale markets, and digital infrastructure platforms such as data centres and cloud facilities.
- 18.5 To ensure a competitive, transparent, and inclusive telecommunications market, all Licensees must avoid conduct that constitutes abuse of SMP, denial of fair access, or anti-competitive behaviour. The following obligations shall apply to the Licensee:
  - 18.5.1 The Licensee shall not impose unfair bandwidth or interconnection conditions on smaller ISPs.
  - 18.5.2 Discriminatory pricing and restricted access shall be treated as SMP violations.

## **19. CYBER AND INFRASTRUCTURE SECURITY AND ENVIRONMENTAL ISSUES**

### **19.1 Cyber and Infrastructure Security:**

- 19.1.1 The Licensee shall ensure that its network, systems, and services are designed, deployed, and operated with consideration to cybersecurity, infrastructure resilience, and national security requirements. The Licensee shall adopt appropriate technical and organizational measures to protect its infrastructure from unauthorized access, disruption, damage, or misuse.
- 19.1.2 The Licensee shall establish a comprehensive Cybersecurity and Infrastructure Protection Framework, including policies, monitoring systems, and incident response mechanisms, to prevent, detect, and mitigate cyber threats and vulnerabilities across all network elements, data centres, and operational facilities.
- 19.1.3 The Licensee shall maintain a Security Operations Centre (SOC) or equivalent capability, equipped to perform real-time network monitoring, threat detection,



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

- 19.1.4 All network components, including transmission, switching, routing, and storage systems, shall comply with security standards and protocols prescribed or endorsed by the Commission. Equipment and software shall not contain backdoors, spyware, or any feature that compromises user data or national security.
- 19.1.5 The Licensee shall ensure physical and logical security of its network infrastructure, including data centres, PoPs, and transmission facilities. Access to critical sites shall be strictly controlled and limited to authorized personnel, with proper authentication, surveillance, and logging systems in place.
- 19.1.6 The Licensee shall implement redundancy, disaster recovery, and business continuity plans to ensure uninterrupted operation of critical services during natural disasters, power failures, or cyber incidents. Periodic tests and drills shall be conducted to verify the effectiveness of such arrangements.
- 19.1.7 Any Licensee operating critical service platforms must comply with the Cyber Safety Ordinance, as well as relevant international best practices for cybersecurity deployment. Such Licensees shall be designated as Critical Information Infrastructure (CII) by the National Cyber Security Agency (NCSA), and shall be obligated to adhere to the provisions of the Ordinance, including the establishment of sector-specific Computer Incident Response Teams (CIRTs). These infrastructures must undergo regular security audits, including penetration testing and vulnerability assessments, to ensure ongoing resilience and cyber readiness.
- 19.1.8 The Commission reserves the right to inspect, audit, or direct security compliance reviews of the Licensee's network and systems at any time. The Licensee shall extend full cooperation and furnish all relevant information as required for such inspections.
- 19.1.9 The Licensee shall report cyber security incidents and related information to the Commission within 24 hours in accordance with the format prescribed by the Commission.
- 19.1.10 Failure to comply with cybersecurity and infrastructure security obligations, or failure to report significant security incidents in a timely manner, may result in regulatory directives, penalties, or suspension of License, as deemed appropriate by the Commission.

## 19.2 Environmental Issues:

- 19.2.1 The Licensee shall ensure the use of energy efficient, environment friendly network equipment's (Green Telecom) and also ensure proper safety for health hazard issues near their earth station and customer premises equipment.
- 19.2.2 The Licensee shall adhere to internationally recognized best practices for environmental sustainability. In accordance with national priorities and global standards, the Licensee shall:
  - (a) Adopt Environmentally Friendly Technologies – prioritize the deployment and operation of energy-efficient, low-emission, and recyclable equipment and infrastructure, discourage energy-intensive refurbished device usage and import;

- (b) Promote Renewable Energy Solutions – integrate renewable energy sources, such as solar, wind, or hybrid systems, into telecom tower operations and data centres, wherever technically and economically feasible;
- (c) Implement E-Waste Management Practices – establish and maintain effective systems for the collection, disposal, recycling, and management of electronic and electrical waste in full compliance with applicable national e-waste regulations and prevailing rules/regulations/guidelines/directives of the Commission relevant to e-waste management; and
- (d) Reduce Carbon Footprint – regularly monitor, document, and undertake concrete measures to reduce greenhouse gas emissions arising from both network operations and associated corporate activities.

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

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

**19.3 Parental Control Guidance:**

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

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

- (a) Browser settings;
- (b) Search engine settings;
- (c) Operating system settings;
- (d) Set controls directly with FTSP Licensee and use security software to make things even safer.

19.3.3 The Licensee shall have the ability to provide its subscribers to use parental controls. This service shall be free of cost so that the subscribers can get a resource to take advantage of it, if they require.

19.3.4 The Licensee shall have the ability to provide the following parental control services:

- (a) Block websites;
- (b) Block chat rooms;
- (c) Block services like instant messaging;
- (d) Filter out images and videos;
- (e) View user activity;
- (f) Get alerts if someone tried to change the settings;
- (g) Managing settings options;

(h) Set time limits for internet use etc.

## **20. NATIONAL EMERGENCIES AND FORCE MAJEURE**

### **20.1 Emergency Crisis Management:**

- 20.1.1 The Licensee shall have an organized emergency crisis management team to take necessary action(s) to save telecom and other related infrastructure.
- 20.1.2 The Licensee shall have obligation to send/transmit early warning message to its subscribers of disastrous/crisis areas as directed by the Commission.
- 20.1.3 The Commission may direct the Licensee from time to time regarding emergency crisis management.

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

20.3 **National Emergency:** In the event of national emergency or national security concern, the relevant section of the Act shall be applicable.

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

## **21. DISPUTE RESOLUTION**

21.1 All disputes between the operators, arising out of the Agreements/Memorandums of Understanding executed by the Licensee, 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.

21.2 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.

21.3 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.

## **22. FAIR BUSINESS AND FINANCIAL PRACTICES**

### **22.1 Code of Commercial Practice:**

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

- (a) A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages;
- (b) Protection of the privacy of information transmitted over the Licensed System;
- (c) Maintenance by Licensee of the confidentiality of customer information;
- (d) Procedures for resolving disputes between Licensee and customers;
- (e) Availability to customers of information concerning their accounts with the Licensee; and
- (f) Commitment by the Licensee to customers in respect of standard and quality of licensed services.

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

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

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

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

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

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

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

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

22.3.3 Every licensee must establish and maintain proportional, state-of-the-art technical capabilities to detect, mitigate, and defend against DDoS attacks on its network, commensurate with its scale and the evolving threat landscape.

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

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

22.4.2 The Licensee shall follow all prevailing labour laws of Bangladesh.

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

22.6 The Licensee may appoint distributors, retailers, or agents to undertake limited activities related to service distribution, customer management, or local access network deployment, subject to prior notification to the Commission. Notwithstanding such appointments or contractual arrangements, full responsibility for network operation, service delivery, regulatory compliance, and any associated liabilities shall remain solely with the Licensee.

**23. CONSUMER PROTECTION**

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

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

23.3 The Licensee shall inform subscribers of all its obligations under the License and/or Guidelines and in particular highlight to its subscribers the Licensee's obligations of confidentiality and specific use of information.

23.4 The Licensee shall operate a consumer-friendly system which will allow subscribers to lodge complaints to the Licensee in the event of a breach of any of the terms and conditions of the License and/or Guideline.

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

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

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

23.8 The Licensee shall build up a management information system for customer services.

- 23.9 The Licensee shall put into effect a mechanism to settle probable complaints, objections and disputes with the subscribers which shall be informed to the Commission.
- 23.10 Any decision of the Commission in respect to ensure the consumers' protection shall be binding upon the Licensee. The consumer charter shall provide commitments by the Licensee to consumers in respect to the standard and quality of the Licensed service. The Licensee shall also establish and maintain substantial number of Consumer Complaint Centre/Customer Care Centre to provide quality services to its Customers/Subscribers as envisaged in Section 59 of the Act, 2001.
- 23.11 The Licensee shall comply with the respective national privacy law and its other requirements required by the Act, the Rules, Regulations and Conditions issued by the commission or any competent authority.

#### **24. VIOLATIONS OF THE LICENSE**

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

#### **25. AMENDMENTS**

Any fees/charges and any of the terms and conditions in the License can be amended, varied or revoked in accordance with the Section 39 of the Act. In case of 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 updated terms and conditions.

#### **26. MISCELLANEOUS**

- 26.1 The Licensee shall comply with all terms and conditions of the License and/or Guidelines, License, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 and any applicable subsidiary legislation and all directions issued by the Commission including any new enactments as may be considered expedient and necessary from time to time.
- 26.2 The Commission reserves exclusive right and authority to explain or interpret any provision of the License and/or Guidelines, if any confusion arises regarding the actual sense or import of any provision of the License and/or Guidelines. The explanation of the Commission shall be final and binding on the Licensee.
- 26.3 The Commission encourages the Licensees to carryout Corporate Social Responsibilities (CSR). The Licensees shall inform the Commission regarding their activities along with the detailed expenditure on a quarterly basis. The Government/Commission may instruct/direct the Licensee to take part in CSR from time to time.
- 26.4 The Licensee shall ensure that their licensed system and the Licensed services do not cause any damage to, or interfere with, any Telecommunication System or Telecommunications Services of any other Operator.
- 26.5 The Licensee shall take prior written permission for formation of any company/joint venture entity/partnership entity in Bangladesh for providing any type of telecom

related services. The Licensee shall also have to take prior written permission for holding share in or being a partner of the existing entity who is providing any telecom service in Bangladesh.

- 26.6 The Commission and/or any other Government departments shall not be liable for any loss, damage, claim, charge, expense which may be incurred as a result of or in relation to the activities of the License, its employees, agents or authorized representatives.
- 26.7 All directions issued by the Commission shall remain confidential and the Licensee shall not disclose the same. However, if any authorized legal entity instructs for such disclosure, then the Licensee may disclose such information upon prior approval of the Commission.
- 26.8 Notwithstanding anything contained elsewhere or in this License the Commission reserves the right at its discretion to make the terms and conditions of this License publicly available in any media and format whether on the Commission's or any other official Government website, in any manner it deems fit and proper.
- 26.9 The Licensee shall pay the necessary fees and charges, and furnish the necessary documents in a timely manner.
- 26.10 All correspondence from the Commission shall be in writing and shall be sent to the Licensee's official place of business.
- 26.11 None of the provisions of this License shall be deemed to have been waived by any act of or acquiescence on the part of the Commission, but only by an instrument in writing signed/issued by the Commission. No waiver of any provision of this License shall be construed as a waiver of any other provision or of the same provision on another occasion.
- 26.12 The Licensee shall have the obligation and necessary arrangements for blocking pornography related websites within their network with the help of their respective bandwidth provider.
- 26.13 No person shall obstruct to or interfere in providing fixed telecom services as delineated in this License and/or Guidelines without any legitimate ground. If any person breaches this provision, then it shall be treated as an offence and the person shall be liable to be imprisoned or to be fined or both as per the laws of Bangladesh Telecommunication Regulation Act, 2001.
- 26.14 The Licensee shall follow all relevant Rules/Regulation/Policies/Directives/Guidelines/Instructions/Orders/Circulars/Decisions etc. as approved by the Commission from time to time. The decision of the Commission in this case shall be binding on the Licensee.
- 26.15 The Licensee shall keep the original copy of the License in the Licensee's registered Head Office and attested photocopies of the same at branch office(s), if any.
- 26.16 Unless repugnant to the context –
  - 26.16.1 all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
  - 26.16.2 the words importing the singular or plural shall be deemed to include the plural or singular respectively;
  - 26.16.3 any expression in masculine gender shall denote both genders;
  - 26.16.4 any reference in this License to a person shall be deemed to include natural and legal persons;



- 26.16.5 all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
- 26.16.6 the term ‘or’ shall include ‘and’ but not vice versa;
- 26.16.7 any reference in the License or Guidelines to “writing” or “written” includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
- 26.16.8 references to Clauses, Sub-Clauses, Annexure, Appendix and Schedule of the Guidelines are to Clauses, Sub-Clauses, Annexure, Appendix and Schedule to this License, respectively.

26.17 The Regulatory and Licensing Guidelines for Fixed Telecom Service Provider License shall be an integral part of this License; and vice-versa.

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

Director (Licensing)  
Legal and Licensing Division  
BTRC

[Generic Form of District Fixed Telecom Service Provider (District FTSP) License]



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

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

OPERATOR LICENSE

FOR

**DISTRICT FIXED TELECOM SERVICE PROVIDER  
(DISTRICT FTSP)**

License No: **14.32.0000.**

Issue Date: **DD MM YYYY**

Validity: **DD MM YYYY to DD MM 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

**District Fixed Telecom Services**

for ..... District of 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.



## TABLE OF CONTENTS

Preamble .....	109
1. Scope of the License .....	110
2. Duration of the License.....	110
3. Renewal of License.....	110
4. Fees, Charges and Revenue Sharing.....	111
5. Network Topology, Connectivity and Interoperability.....	112
6. Operational/technical Obligations and Standards.....	114
7. Rollout Obligation and Bank Guarantee.....	117
8. Quality of Service .....	118
9. Tariff and Pricing.....	119
10. Spectrum Assignment .....	119
11. Lawful Interception, Monitoring and Compliance .....	121
12. Subscriber Registration, Confidentiality and Data Privacy .....	123
13. Accounts and Auditing .....	124
14. Communication, Inspection and Reporting .....	124
15. Suspension, Cancellation, Revocation and Fines .....	125
16. Changes in Management/ownership/share Structure.....	127
17. Anti-competitive Conduct and Discrimination.....	129
18. Significant Market Power (SMP).....	130
19. Cyber and Infrastructure Security and Environmental Issues.....	131
20. National Emergencies and Force Majeure .....	133
21. Dispute Resolution.....	134
22. Fair Business and Financial Practices.....	134
23. Consumer Protection.....	135
24. Violations of the License .....	136
25. Amendments .....	136
26. Miscellaneous .....	137





**BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

PLOT # E-5/ A, AGARGAON ADMINISTRATIVE AREA

SHER-E BANGLA NAGAR, DHAKA-1207.

**LICENSE NO. .... DATE: .....**

**OPERATOR LICENSE FOR**

**DISTRICT FIXED TELECOM SERVICE PROVIDER (DISTRICT FTSP)**

(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 consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue License for Fixed Telecom Services.

Therefore, in exercise of the powers conferred by Section 36 of the Bangladesh Telecommunication Regulation Act, 2001, the Commission, upon consideration of their application dated ..... and payment of License fee and other charges, is pleased to issue the –

**LICENSE**

For a period of 10 (ten) years with effect from the ..... day of .....  
to ..... day of .....

**FOR**

..... District

**TO**

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

.....  
to establish, maintain and operate the associated systems and to provide fixed telecom services (hereinafter referred to as the "service"), throughout the aforementioned District, subject to the terms and conditions set forth hereinafter.



## **1. SCOPE OF THE LICENSE**

- 1.1 The Licensee will be authorized to establish, operate, and maintain fixed telecommunication networks only within the District of Bangladesh for which the License has been issued.
- 1.2 The Licensee shall be authorized to provide the following services within the licensed District using either wired or fixed-wireless technologies:
  - 1.2.1 Internet and data services.
  - 1.2.2 IP-based fixed data services (e.g. email, news group, internet relay chat, FTP based services, instant messaging, Wi-Fi, etc.).
  - 1.2.3 VAS associated with internet and data services.
  - 1.2.4 Any other service as may be approved by the Commission from time to time.
- 1.3 The Commission may impose necessary/additional terms and conditions for approving any other services to be provided under the District FTSP License.
- 1.4 The Licensee shall not be authorized to provide any telecommunication services, which are prohibited or not allowed by any Regulations/Guidelines/Directives/Instructions issued by the Commission.

## **2. DURATION OF THE LICENSE**

- 2.1 The duration of the License shall initially be for a term of 10 (ten) years unless and until cancelled by the Commission earlier.
- 2.2 This License shall come into force on the Effective Date. The date of issuance of this License shall be the Effective Date of the License.

## **3. RENEWAL OF LICENSE**

- 3.1 Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 10 (ten) years in duration, subject to the approval from the Government, payment of necessary fees and charges, fulfilment of all conditions and requirements set forth in the License and/or Guidelines, and to such terms and conditions, as may be specified herein and/or by the Commission at the time of each renewal.
- 3.2 The Licensee shall apply before 180 (one hundred and eighty) days of the expiration of duration of its License for renewal or else the License shall stand cancelled after the expiry date of the License as per law. If the Licensee continues its business thereafter without valid License, penal action shall be followed.
- 3.3 In order to be eligible for the renewal, Licensees must comply with the applicable Quality of Service (hereinafter referred to as "QoS") benchmarks, roll-out obligations, and regulatory provisions as defined in the License and/or Guidelines. In addition to the performance of the Licensee in meeting these benchmarks, the following performance indicator shall be considered during the evaluation of License renewals:
  - 3.3.1 Successful fulfilment of rollout obligations.
  - 3.3.2 Having a clean compliance record with respect to payment of regulatory fees, revenue sharing, and reporting obligations.
  - 3.3.3 Adoption of IPv6 and complete migration from IPv4 to reduce dependency on limited IPv4 address space.

#### **4. FEES, CHARGES AND REVENUE SHARING**

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

<b>Fees and Charges for District FTSP License</b>		
a.	Application Processing Fee	BDT 10,000/-
b.	License Acquisition Fee	BDT 1,00,000/-
c.	License Migration Fee	BDT 50,000/-
d.	Annual License Fee	BDT 50,000/-
e.	License Renewal Fee	BDT 1,00,000/-
f.	Bank Guarantee	BDT 50,000/-

4.2 **Annual License Fee:**

4.2.1 Annual License Fee, applicable for the first year of License period on any renewal, shall be payable along with the License Renewal Fee.

4.2.2 From the 2<sup>nd</sup> year of the issuance of the License, the Licensee shall pay the Annual License Fee to the Commission in advance, and which shall be applicable for the subsequent years till the License validity date.

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

4.4 **Bank Guarantee:** As explained in the relevant clauses of the License.

4.5 **Revenue Sharing:** Revenue sharing shall not be applicable for District FTSP Licensees.

4.6 **Social Obligation Fund:** Contribution to social obligation fund shall not be applicable for District FTSP Licensees.

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

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

4.9 **Annual Audited Gross Revenue:**

4.9.1 For the consideration of revenue sharing, Annual Audited Gross Revenue would refer to the total revenue earned by the Licensee from all licensed services and activities authorized under the License during a financial year, before deduction of any operating expenses, taxes, commissions, or other charges, and as verified

by an independent auditor registered with the Institute of Chartered Accountants of Bangladesh (ICAB). Such revenue shall include, but not be limited to:

- (a) Income from broadband, data, voice, and IP-based communication services;
- (b) Charges received from domestic leased line and enterprise connectivity services;
- (c) Revenue from infrastructure sharing, and co-location;
- (d) Income derived from installation, activation, maintenance, and service charges related to licensed services; and
- (e) Any other fees or payments received from subscribers or other operators arising directly from the provision of services under this License.

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

4.10 All fees and charges, paid by the Licensee in accordance with the License and/or Guidelines, are non-refundable and are payable in favour of “Bangladesh Telecommunication Regulatory Commission (BTRC)” in the form of bank draft or pay order from any scheduled bank of Bangladesh. Fees and charges may also be paid through any other payment system approved by Bangladesh Bank (e.g. BEFTN/EFTN/RTGS/NPSB) with prior approval from the Commission.

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

## **5. NETWORK TOPOLOGY, CONNECTIVITY AND INTEROPERABILITY**

### **5.1 International Connectivity:**

- 5.1.1 The Licensee may obtain international internet bandwidth either from licensed ICSP or FTSP operator.
- 5.1.2 Until the expiration of the existing International Gateway (hereinafter referred to as “IGW”) and International Internet Gateway (hereinafter referred to as “IIG”) licenses, services through these entities shall continue to be functional under the current licensing regime and in accordance with their respective guidelines.
- 5.1.3 The Commission may issue separate guidelines, directives, or instructions prescribing the detailed provisions for traffic management, monitoring, revenue-sharing mechanisms, and other relevant regulatory requirements.

### **5.2 Transmission Facilities:**

- 5.2.1 The Licensee shall lease domestic transmission facilities (primarily optical fibre) and infrastructure only from licensed NICSP(s).
- 5.2.2 The deployment of fibre-optic connectivity between the Licensee’s telecommunication infrastructure, except for the last mile segment, shall be carried out only by the Licensed NICSP(s). This provision shall extend to the connectivity between the Licensee’s Network Operations Centre (hereinafter referred to as “NOC”) and Point of Presence (hereinafter referred to as “PoP”); and between their PoPs. However, when such facilities are not available from NICSP Licensees, the Licensee shall follow the procedures mentioned in NICSP licensing guidelines.

5.2.3 To support the development of robust access networks, the Licensee may lease dark fibre from NICSPs in accordance with applicable guidelines.

**5.3 Deployment of Last Mile Connectivity:**

5.3.1 Notwithstanding to the provisions of any other guidelines/provisions, the Licensee may build/deploy their own last mile connectivity.

**5.3.2 Limitations and Conditions for Last-Mile Connectivity:**

- (a) In city corporations and municipalities (Pourashava), the length of last mile connection shall be limited to the minimum feasible distance required to connect the end user from the nearest PoP located within the same ward as the end user.
- (b) In other areas, if no PoP is available within the same union as that of the end user, the last-mile connection may be extended only up to the minimum feasible distance required to connect the end user from the nearest PoP situated within an immediately adjacent union. This exception shall not be applicable to urban or metropolitan areas.
- (c) Where connectivity to the end user requires extension beyond the aforementioned limits, such connectivity shall be obtained through the network and infrastructure of the Licensed NICSP(s), in full compliance with the applicable interconnection and infrastructure sharing provisions prescribed by the Commission.

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

5.3.4 The Licensee may also request the Licensed NICSP(s) to provide necessary last mile connectivity.

5.3.5 The Licensee may build/deploy last mile network jointly with other FTSP, District FTSP and/or NICSP Licensees subject to the prior approval of the Commission and the provisions set forth in the License and/or Guidelines.

**5.4 De-cluttering of Overhead Optical Fibre and Wired Networks:** The Licensee shall ensure that the deployment of overhead optical fibre and wired networks is carried out in a safe, coordinated, and efficient manner to prevent congestion, duplication, and public hazards. The Licensee shall participate in and comply with any de-cluttering, rationalization, or infrastructure-sharing initiatives directed by the Commission to optimize the use of telecom infrastructure and minimize wastage of national resources.

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

5.5.1 The Licensee shall maintain and update routing databases, and IP addressing in coordination with the Commission and other relevant licensed operators.

5.5.2 The Licensee shall ensure redundancy, resilience, and adequate capacity at interconnection points to maintain service quality and prevent congestion.

5.5.3 The Licensee shall ensure that the services provided under their License can seamlessly interoperate with corresponding services of other licensed operators.

5.5.4 The Licensee shall facilitate interoperability with emergency services, lawful interception systems, and government-mandated platforms.

5.5.5 For ensuring interoperability and to provide services under this License the Licensee shall make Service Level Agreement with other appropriate Licensees of the Commission and shall:

- (a) Submit all concluded interconnection and other agreements to the Commission within 15 (Fifteen) days of signing the agreement; and
- (b) Comply with all other access, backbone and interconnection obligations including Service Level Agreement as stipulated by the Commission or as issued by the Commission from time to time.

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

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

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

## **6. OPERATIONAL/TECHNICAL OBLIGATIONS AND STANDARDS**

6.1 The Licensee shall be independently responsible for the deployment and operation of their fixed access networks using radio and/or fibre, as applicable.

6.2 All domestic traffic within own network of the Licensee will be routed directly through its own network.

6.3 The Licensee shall route all domestic internet/inter-operator traffic through the domestic interconnection and peering arrangement set forth in the License/Guidelines or other domestic peering points approved by the Commission.

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

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

6.6 **Migration to IPv6:** The Licensee must adopt IPv6 and complete migration from IPv4 to reduce dependency on limited IPv4 address space, in accordance with the technical guidelines provided by the Commission.

### **6.7 Usage of Equipment:**

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

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

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

6.7.4 The Licensee shall not sell any equipment imported/purchased by them under the License to anybody without any prior permission of the Commission.

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

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

6.8 **Testing and Emergency Alert Obligations:**

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

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

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

6.10 **Sharing of Facilities:**

6.10.1 The Licensee shall share the infrastructures in accordance with the prevailing Infrastructure Sharing Guidelines of the Commission.

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

6.11 **Commencement of Service:**

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

6.11.2 The Licensee shall have to obtain necessary approval from the Commission before providing the services commercially.

6.12 **Continuation of Service:** The Licensee shall not discontinue providing services under the License, unless the Licensee notifies the Commission, probable affected customers and other stakeholders at least 90 (ninety) days prior written notice of such discontinuation. In case of maintenance or unavoidable circumstances for temporary interruption, the Licensee shall have to obtain prior written approval of the Commission and provide reasonable advance notice to all stakeholders to be affected by such interruption or suspension.

6.13 **Cybercafé Service:** The Licensee is allowed to provide cybercafé services according to the following conditions:

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

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

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

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

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

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

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

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

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

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

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

6.14 District FTSP licensees are permitted to operate as the carrier for IP Telephony services, triple play services, and quad play services under a contractual agreement with an FTSP licensee. For any such arrangement, it is mandatory that all related telecommunications resources, including numbering resources, are utilized strictly in the name and under the authority of the partnering FTSP licensee.

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

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

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

6.18 Any service plan offering data speeds below the minimum broadband speed as defined in the National Broadband Policy shall not be labelled, categorized, marketed,

advertised, or otherwise represented as “Broadband” in any customer-facing, promotional, or official material.

6.19 The Licensee shall ensure that the deployed system is equipped with adequate facilities to detect and prevent any international voice call bypassing through its network.

## 7. ROLLOUT OBLIGATION AND BANK GUARANTEE

7.1 Rollout obligations that the District FTSP Licensee have to fulfil from the date of issuance of the License, shall be as follows:

Year	Minimum Subscribers (Total)	Rate of Reduction in BG Amount
1 <sup>st</sup>	100	5%
2 <sup>nd</sup>	200	5%
3 <sup>rd</sup>	300	10%
4 <sup>th</sup>	500	15%
5 <sup>th</sup>	800	15%

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

### 7.3 Bank Guarantee:

7.3.1 The Licensee shall, within thirty (30) days from the date of issuance of the License, submit unconditional Bank Guarantees (BG) in favour of “Bangladesh Telecommunication Regulatory Commission (BTRC)” for the total amount specified in this License, according to the prescribed format (Appendix-7 of the Guidelines), issued by a scheduled Bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. of 1972)]. The total Bank Guarantee amount shall be furnished in 6 (six) separate instruments.

7.3.2 Provisions for the first 05 (five) Bank Guarantees shall be as follows:

- These Bank Guarantees shall be furnished in 5 (five) separate instruments, which amounts to 5% (five percent), 5% (five percent), 10% (ten percent), 15% (fifteen percent), and 15% (fifteen percent) of the total amount specified in this License, according to the prescribed format (Template-1 of Appendix-7 of the Guidelines).
- Each of these Bank Guarantee shall be linked directly 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.
- These Bank Guarantees shall remain valid until the Commission confirms satisfactory fulfilment of the rollout target of each year.
- 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.

- (e) In the event that the Licensee fails to meet the prescribed rollout target for any given year, the Commission shall invoke and encash the Bank Guarantee associated with that year, consistent with the rate of reduction indicated in rollout obligation. In case of such encashment, the Licensee shall re-submit the encashed Bank Guarantee within 30 (thirty) days of such encashment.
- (f) In the event of underperformance or failure by the Licensee to fulfil the prescribed rollout obligations for 02 (two) consecutive years, the Commission may, in addition to the encashment of the Bank Guarantee, impose appropriate regulatory measures, including but not limited to financial penalties, suspension or revocation of the License, or any other action as may be deemed necessary in accordance with the applicable laws, rules, and directives of the Commission.
- (g) 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.
- (h) Migrating Licensees who have already fulfilled all the required rollout targets/obligations stated above, may be exempted from submitting these Bank Guarantees associated with the performance of rollout target.

7.3.3 Provisions for the sixth/last Bank Guarantee shall be as follows:

- (a) This Bank Guarantee shall be furnished in a separate instrument, which amounts to the remaining 50% (fifty percent) of the total amount specified in this License, according to the prescribed format (Template-2 of Appendix-7 of these Guidelines).
- (b) This Bank Guarantee shall be kept and will serve as security deposit for all kinds of outstanding and relevant dues payable under the provisions of the License.
- (c) 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.
- (d) In case of failure to make any payment within the stipulated time, the equivalent amount shall be encashed by the Commission from this Bank Guarantee. The Commission may encash the Bank Guarantee to any extent to realize the outstanding dues/fines as well. When this Bank Guarantee will be encashed fully by the Commission for non-payment of outstanding dues, the Commission will take necessary action to cancel the License, if the Licensee does not resubmit this Bank Guarantee in full.

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

## 8. QUALITY OF SERVICE

8.1 The Licensee shall have the obligation to comply with the Quality of Services Regulations/Directives/Instructions/Orders/Guidelines issued by the Commission from time to time and meet the QoS standards as set thereof. All such Regulations/Directives/Instructions/Orders/Guidelines shall be considered as an integral part of this License.

- 8.2 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without any prior notice and the Licensee shall comply with the new QoS standards imposed within the time period specified by the Commission. The Licensee shall submit to the Commission quarterly reports on its compliance with each of the QoS standards.
- 8.3 The Commission may introduce Key Performance Indicators (KPIs) covering accessibility, retainability, integrity, session continuity, coverage and capacity, throughput, etc.
- 8.4 The Licensees shall maintain a maximum contention ratio of 1:4 between international internet traffic and local cached content. This requirement shall not apply to Licensees offering unlimited data plans. The Commission reserves the right to periodically review and revise this ratio in accordance with network performance metrics and policy objectives. In case this ratio exceeds 1:4 then the licensee shall be obligated to provide the excess content value free of charge.
- 8.5 If the Licensee does not meet the QoS standards, the Commission may impose penalties. The Commission shall have the right to check and measure the QoS provided by the Licensee at any time during the validity of the License.
- 8.6 The Licensee shall clearly indicate to its subscribers, at the time of entering into contract with such subscribers, about the specifications and the quality of service.

## **9. TARIFF AND PRICING**

- 9.1 The Commission reserves the right to determine the tariff for fixed telecommunication services in Bangladesh, as and when necessary. The Licensee shall follow the Directives/Instructions, regarding tariff, issued by the Commission from time to time.
- 9.2 The Commission may encourage innovative tariff module (slab-based/bundled tariff/any modern approach) for capacity-based connectivity.
- 9.3 Before providing any new service, the Licensee shall submit application for tariff approval to the Commission in writing for necessary approval:
  - 9.3.1 A written tariff chart/schedule containing the maximum and minimum charges that it proposes to charge for the service, and its justification for the charges; and
  - 9.3.2 The description of the service, the terms and conditions and all other relevant information that it proposes to publish to its customers. The information to be published must be in a form which is readily available, current and easy to understand.
- 9.4 The Licensee shall not start providing any service or realizing any charges for the service before obtaining the written approval of the Commission for its tariff and shall comply with any conditions imposed by the Commission thereof. Any changes to the approved tariff/charges are subject to prior written approval of the Commission.
- 9.5 Tariffs must be non-discriminatory and based on objective criteria and on the costs of providing the Licensed Services, while allowing for a reasonable rate of return.

## **10. SPECTRUM ASSIGNMENT**

- 10.1 The Licensees may utilize Industrial, Scientific, and Medical (hereinafter referred to as "ISM") bands, License-free bands, or licensed spectrum to provide fixed wireless services.

- 10.2 The Licensees may provide fixed wireless broadband services.
- 10.3 Utilization of spectrum by the Licensee shall be governed by the respective guidelines/directives/instruction issued or to be issued by the Commission from time to time, the National Frequency Allocation Table (hereinafter referred to as "NFAT"), and the Guidelines.
- 10.4 The Commission may identify and allocate spectrum bands (License-free and/or licensed) appropriate for fixed telecom services in Bangladesh keeping conformity with the ITU Radio Regulations and NFAT.
- 10.5 In order to utilize licensed spectrum, the Licensee shall submit a separate application and obtain a separate License or assignment from the Commission for providing authorized fixed wireless services within the authorized service area.
- 10.6 The Commission may assign spectrum to any single Licensee or a consortium of Licensees.
- 10.7 The Licensee shall not be eligible for assignment of spectrum from the International Mobile Telecommunications (IMT) spectrum bands. However, in the event that surplus spectrum remains available after fulfilling the assignment requirements of the mobile network operators, the Commission may, at its discretion, consider the eligibility of the Licensee for such spectrum assignment through a competitive bidding process, subject to the terms, conditions, and procedures as prescribed by the Commission.
- 10.8 The Licensee shall follow the terms and conditions of the instruction/order/directive/decision of the Commission for using the ISM band to provide Wi-Fi based services.
- 10.9 Assigned frequency and radio apparatus or any right thereof, wholly or partly, are not transferable by any means whatsoever, and, therefore, cannot be sold, let, pledged, hypothecated, mortgaged, charged or encumbered or in any other manner transferred by the Licensee to any person or institution or company or organization subject to the issues enshrined in Section 55 and 37(2)(i) of the Act, 2001. Any such charge, transfer, hypothecation, pledge or encumbrance of these equipment and any agreement, power of attorney or any other document executed in connection with such desired transaction shall be void ab initio and, hence, shall be without lawful authority and of no legal effect. This provision shall survive termination or cancellation of the License or frequency assigned howsoever caused.
- 10.10 The Commission shall have the authority to inspect and analyse the spectrum efficiency of any assigned frequencies to ensure proper utilization of the frequencies at any time.
- 10.11 The Commission reserves the right and authority to cancel or revoke the assignment of the frequency, fully or partially, without prejudice to the right and authority to take any other lawful action by giving prior notice to the Licensee, for any of the following reasons:
  - 10.11.1 National security or national interest.
  - 10.11.2 Non-compliance/violation/breach of any conditions of the Guidelines/License.
  - 10.11.3 Non-payment of any dues where the Licensee has failed to pay within the period specified by the Commission in the final notice unless the matter is pending for any judicial adjudication with interim order.
  - 10.11.4 Use of unassigned frequencies.

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

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

- 10.12.1 The Licensee shall keep its usage of spectrum strictly within the assigned frequency band.
- 10.12.2 The Licensee shall ensure that transmission of radio signal is restricted as per the respective guidelines/directives/instruction issued or to be issued by the Commission from time to time, and the ITU Radio Regulations to avoid harmful interference.
- 10.12.3 The Licensee shall refrain from causing harmful interference with its system(s) to other radio communication networks (terrestrial/GSO satellite/NGSO satellite) licensed by the Commission or the systems of Government agencies. In the event, the occurrence of such harmful interference to another licensed radiocommunication network is detected, the Licensee shall immediately take the following measures:
  - (a) Immediately report about the harmful interference to the Commission with detailed technical data; and
  - (b) Immediately take necessary corrective measures (e.g. spectrum separation, geographical separation, beamforming, emission mask, frequency hopping etc.) to stop causing harmful interference to the affected networks.
- 10.12.4 The Licensee shall report about any harmful interference caused to its own network to the Commission immediately after the interference occurs.
- 10.12.5 The Licensee shall implement necessary monitoring systems to detect and report interference promptly to ensure no adverse impact occurs on existing services.

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

## **11. LAWFUL INTERCEPTION, MONITORING AND COMPLIANCE**

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

**11.2 Monitoring:**

- 11.2.1 The Commission may direct the Licensee to take necessary technical measures to identify and monitor subversive or illegal activities. The Commission may also direct the Licensees to submit the relevant information to the Commission from time to time. Following the instruction of the Commission, the Licensee shall implement self-regulatory mechanism to detect and deactivate its subscriptions engaged in subversive or illegal activities.
- 11.2.2 The Licensee shall cooperate with designated national Cyber Incident Response Team (CIRT) regarding new and emerging threats as well as incident management of national magnitude.

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

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

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

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

11.4 **Preservation of Records:**

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

- (a) CDR, IPDR, Transaction Detailed Record (TDR), system logs or audit trails related to CDR changes, network traffic data, QoS and KPI reports with base data, official correspondence with the Commission, statements/reports etc., whichever is applicable.
- (b) IPDRs shall contain information such as source and destination IP addresses (Both Public and Private), session start and end times, data volume, service identifiers, subscriber identity, and network resource utilization details, as applicable. IPDRs shall be generated, stored, and maintained by the Licensee for each IP session in accordance with the formats, and frequency prescribed by the Commission.
- (c) Media Access Control (MAC) address of all devices used by both the Licensee and their subscriber must be preserved and provided to the Commission as requested.
- (d) User's history records, system failure records, Simple Network Management Protocol (SNMP) traffic data and bandwidth utilization records of individual user as daily log.
- (e) Data session logs/info along with IP address for 1 (one) year for scrutiny by or as directed by the Commission. The Licensee does not require permission to delete records which have not been instructed to retain.

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

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

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

11.6 **Privacy of Communications:**

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

11.6.2 The Licensee shall take reasonable measures to safeguard its licensed system from unauthorized interception of communication carried on the Licensed system.

**12. SUBSCRIBER REGISTRATION, CONFIDENTIALITY AND DATA PRIVACY**

12.1 **Registration of Subscriber:** The Licensee shall be liable for registration of all subscribers in accordance with the procedures decided by the Commission from time to time. The Commission reserves the right to take necessary actions according to the License, Guidelines and/or the provisions of the Act, for non-compliance of this condition and may impose fine for non-compliance.

12.2 **Subscriber Confidentiality:**

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

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

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

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

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

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

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

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

12.3 **Data Privacy:**

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

- 12.3.2 The Licensee shall adopt and maintain appropriate technical, procedural, and organizational safeguards to prevent unauthorized access, disclosure, alteration, or destruction of subscriber data.
- 12.3.3 The Licensee shall collect, process, and retain subscriber data only for legitimate purposes related directly to service provision, billing, network management, or compliance with lawful requirements. Any collection, retention, or use of subscriber data beyond these purposes shall require explicit consent of the subscriber, in accordance with applicable laws and regulations.

## **13. ACCOUNTS AND AUDITING**

### **13.1 Accounts:**

- 13.1.1 The Licensee shall maintain 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.
- 13.1.2 The Licensee shall submit certified copies of its financial records and yearly audited accounts to the Commission. The Commission shall have the access to originals of such records and accounts as and when required.
- 13.1.3 The Licensee shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues.

### **13.2 Auditing:**

- 13.2.1 The Commission may take initiative for Procedure and Systems Audit in addition to financial audit of the Licensee at any time.
- 13.2.2 The audit team authorized by the Commission shall have the right to Audit technical and financial position of Licensee anytime. The Licensee shall comply and shall furnish all relevant information and documents. The Licensee shall preserve all the relevant data/information for technical and financial audit accordingly. The Commission will issue directives to the Licensee in this regard.
- 13.2.3 The audit team authorized by the Commission shall have the access to the computerized accounting system for the purpose of the Audit as and when deemed necessary by the Commission.

## **14. COMMUNICATION, INSPECTION AND REPORTING**

- 14.1 **Communication with the Licensee:** The Licensee shall maintain on file with the Commission a current address for the Licensee within Bangladesh, including telephone number, fax number and email address, and the name and title of a contact person, for the purpose of receiving communications from the Commission. Any notice or other communication to the Licensee permitted under this License may be given by hand delivering the same, or by mail, facsimile, or electronic mail addressed to the Licensee at its most current address on file with the Commission.
- 14.2 **Registered Address of the Licensee:** The Licensee shall maintain, on record, a registered office address within Bangladesh. The Licensee shall not change its registered address without obtaining the prior written approval of the Commission. Any change in the registered address shall have to be notified to the Commission through a formal application stating the reasons for relocation, accompanied by the application

fee as decided by the Commission, updated trade License, lease or ownership documents, and any other supporting evidence as may be required by the Commission.

**14.3 Information and Inspection:**

- 14.3.1 The Commission or its authorized representatives shall have the right to enter and inspect all the offices, installations, facilities and premises of the Licensee. The Licensee shall provide all information and shall demonstrate any applicable services and systems as required by the Commission during such inspection.
- 14.3.2 The Commission or any of its official representatives may take copies of records, documents and other information related to the Licensee's business. The Licensee shall promptly deliver any information or documents to the Commission upon request.

**14.4 Reporting and Planning:**

- 14.4.1 The Licensee shall furnish all required information and other related matters as directed by the Commission from time to time. The format and frequency of submission shall be decided by the Commission.
- 14.4.2 The Licensee shall publish Annual Report in accordance with the International Financial Reporting Standards (IFRS), the Companies Act 1994, the Securities and Exchange Rules 2000, relevant guidelines issued by the Bangladesh Securities and Exchange Commission, Financial Reporting Act, 2015 and other appropriate laws in Bangladesh, as applicable.
- 14.4.3 The Licensee shall submit to the Commission a hard copy and a soft copy (scanned PDF) of the audited financial report, regularly on an annual basis, which will contain the financial statements presenting the financial position & performance of the Licensee. The Licensee shall also submit to the Commission a certified copy of the return submitted to the RJSC, regularly on an annual basis, along with all the submitted documents with the return.
- 14.4.4 The Commission may ask for any other information, upon which, the Licensee shall be obligated to furnish such information to the Commission.
- 14.4.5 The Licensee shall submit detailed plans and digital network maps for last mile fibre deployment and any other resources as required by the Commission, to assist in capacity forecasting and equitable access planning.

**15. SUSPENSION, CANCELLATION, REVOCATION AND FINES**

**15.1 Suspension and Cancellation of License:**

- 15.1.1 The Commission may, in any of the events specified in Section 46 of the Act, suspend or cancel all or any part of the License.
- 15.1.2 If the Licensee violates any of the clause(s) of the Guidelines or the License, the Commission may issue a show cause notice to the Licensee. Licensee shall have to submit a reply of the show cause notice to the Commission. If the reply of the show cause notice is found unsatisfactory to the Commission, the Commission shall consider the followings:
  - (a) may impose fine to the respective Licensee; or
  - (b) may take necessary actions for the cancellation of the License in accordance with the Act; or
  - (c) may take other lawful actions.

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

- (a) that any information furnished in the Application form for obtaining the License is found incorrect/false, which is mala fide;
- (b) that the Licensee has obtained License hiding the information as mentioned in the Guidelines and the Act; and the reason for not providing the information is not acceptable;
- (c) that the assigned frequency is cancelled for not being able to use it within 01 (one) year from the date of assignment;
- (d) that required fees and charges are not paid by the Licensee as per the terms and conditions of the License;
- (e) that the Licensee is involved with illegal call termination and failed to adopt appropriate measures as per direction of the commission in this regard;
- (f) that the Licensee has failed to follow the directions of the Commission to prevent its subscriber from illegal call origination and termination activities;
- (g) that the Licensee has transferred any share or issued new shares without prior written permission of the Commission;
- (h) that the Licensee has disclosed or is involved with any discloser of any information to anybody/performing any illegal activities that may hamper national security, integrity, sovereignty, stability, and harmony;
- (i) that national security, integrity, sovereignty, stability and harmony is hampered by using the telecommunication infrastructure of the Licensee,
- (j) that the Licensee violates or purports to violate any terms and/or conditions of the License, Guidelines, Regulations, Directives, Instructions, Orders, Circulars, Byelaws or Decisions etc.

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

## 15.2 Impact of Suspension/Cancellation of License:

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

15.2.2 Cancellation or suspension of the License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act, 2001 or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.

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

- 15.3.1 The term of the License expires without renewal;

15.3.2 The Licensee agrees to the termination of this License; or

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

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

**16. CHANGES IN MANAGEMENT/OWNERSHIP/SHARE STRUCTURE**

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

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

16.1.2 The Licensee shall seek prior written approval from the Commission before making any change in its License name.

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

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

- (a) does not result in market dominance or anti-competitive conduct;
- (b) safeguards continuity of services and protection of subscribers;
- (c) preserves national security and data sovereignty; and
- (d) aligns with the objectives of the Policy.

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

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

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

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

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

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

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

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

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

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

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

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

16.2.7 Application fee, as decided by the Commission, shall be applicable to all application for transfer of License.

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

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

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

16.3.3 The Licensee shall obtain clearance from all relevant authorities, prior to conversion, where applicable.

16.3.4 Upon completion of the conversion, the Licensee shall submit to the Commission certified copies of the Certificate of Incorporation, Memorandum

and Articles of Association, and updated Trade License and Tax Identification Number (TIN) within thirty (30) days of issuance by the RJSC.

- 16.3.5 Upon approval by the Commission and completion of the conversion, the License shall be reissued or endorsed in the name of the newly incorporated company, subject to submission of all required documentation and payment of applicable fees, as determined by the Commission from time to time.
- 16.3.6 Following the conversion, the surviving or resulting entity shall assume all rights, obligations, liabilities, and regulatory responsibilities of the existing Licensee(s) under the terms and conditions of the License.
- 16.3.7 The Commission reserves the right to verify the authenticity and compliance of the conversion process and may approve, reject, or impose additional conditions as deemed necessary.

#### 16.4 Initial Public Offer (IPO):

- 16.4.1 The Licensee may float its share to Initial Public Offer (IPO) as per the rules and regulations of the Security Exchange Commission of Bangladesh and in accordance with other prevailing laws of Bangladesh.
- 16.4.2 The Licensee shall require the prior written approval of the Commission before floating its share to IPO. Any floating of share to IPO conducted without the prior written approval of the Commission shall be considered invalid, and may result in penalties, suspension, or revocation of the License.
- 16.4.3 No permission will be required from the Commission for transfer of any shares in Secondary Market after floating the IPOs.

### 17. ANTI-COMPETITIVE CONDUCT AND DISCRIMINATION

- 17.1 **Anti-Competitive Conduct:** The Licensee shall not engage in anti-competitive conduct which in the view of the Commission inhibits or impedes fair competition including exploiting a position of dominance such as to unreasonably restrict competition. Acts of anti-competitive conduct include, but not limited to, engaging in predatory price cutting which may be implied where:
  - 17.1.1 a service is priced at less than marginal costs for 2 (two) consecutive months;
  - 17.1.2 such costs are likely to price competition out of the market or deter competitors from entering the market;
  - 17.1.3 the Licensee is able to recoup the full amount of the loss incurred during the period of price cutting,
  - 17.1.4 engaging in cross subsidizing where the revenue for a service is used to unfairly cross subsidize the price of other services or equipment;
  - 17.1.5 engaging in unfair pricing such as to reduce or eliminate competition including fixing prices for services or equipment at a level which cannot be re-sold with a margin of profit to subscribers;
  - 17.1.6 entering into exclusive arrangements which deny competitors access to services or equipment.
- 17.2 **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:

- 17.2.1 asserting false or misleading claims on the availability, price or quality of its Services or Systems or the Services or Systems of any other Licensee or competitor;
- 17.2.2 degrading the availability or quality of a Licensee or competitor's Services or Systems or unfairly raising their business, operational or technical costs;
- 17.2.3 unlawfully interfering with the suppliers or subscribers of the Licensee or its competitors; or
- 17.2.4 providing false or misleading information to other Licensees or competitors or to any third party.

**17.3 Discrimination:**

- 17.3.1 The Licensee shall not discriminate or create any inconvenience to any person, group or class of persons, and shall not give any unfair or unreasonable preference to itself or any other person in, amongst other things, the performance, price, terms, and conditions of the services provided.
- 17.3.2 The Licensee shall provide the authorized service(s) to any individual within the authorized service area in Bangladesh without any discrimination, and also to any particular location as directed by the Commission, unless such service is legally untenable.

**18. SIGNIFICANT MARKET POWER (SMP)**

- 18.1 The Commission shall have the authority to identify and regulate entities possessing Significant Market Power (hereinafter referred to as "SMP"), in accordance with the Act, 2001, and other applicable laws.
- 18.2 SMP regulation shall apply where any Licensee, either individually or jointly, has the ability to distort market dynamics, restrict effective competition, or abuse a dominant position. The Commission may impose proportionate, evidence-based, and non-discriminatory remedies including, but not limited to:
  - 18.2.1 Tariff regulation and interconnection obligations;
  - 18.2.2 Infrastructure and facility sharing mandates;
  - 18.2.3 Prohibition of cross-subsidization and margin squeeze;
  - 18.2.4 Requirements for accounting separation and financial transparency;
  - 18.2.5 Access obligations on fair, reasonable, and non-discriminatory terms;
  - 18.2.6 Regulation of wholesale pricing and provisioning.
- 18.3 The Licensee shall have to abide by the provisions of the regulations issued by the Government/Commission regarding SMP.
- 18.4 SMP regulation may be applied across all layers of the telecommunications ecosystem, including passive and active network infrastructure, transmission and access layers, retail and wholesale markets, and digital infrastructure platforms such as data centres and cloud facilities.
- 18.5 To ensure a competitive, transparent, and inclusive telecommunications market, all Licensees must avoid conduct that constitutes abuse of SMP, denial of fair access, or anti-competitive behaviour. The following obligations shall apply to the Licensee:
  - 18.5.1 The Licensee shall not impose unfair bandwidth or interconnection conditions on smaller ISPs.

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

**19. CYBER AND INFRASTRUCTURE SECURITY AND ENVIRONMENTAL ISSUES**

**19.1 Cyber and Infrastructure Security:**

- 19.1.1 The Licensee shall ensure that its network, systems, and services are designed, deployed, and operated with consideration to cybersecurity, infrastructure resilience, and national security requirements. The Licensee shall adopt appropriate technical and organizational measures to protect its infrastructure from unauthorized access, disruption, damage, or misuse.
- 19.1.2 The Licensee shall establish a comprehensive Cybersecurity and Infrastructure Protection Framework, including policies, monitoring systems, and incident response mechanisms, to prevent, detect, and mitigate cyber threats and vulnerabilities across all network elements, data centres, and operational facilities.
- 19.1.3 The Licensee shall maintain a Security Operations Centre (SOC) or equivalent capability, equipped to perform real-time network monitoring, threat detection, and incident response. The Licensee shall immediately notify the Commission and other competent authorities of any major cyber incident, intrusion, or service disruption, along with the remedial measures undertaken.
- 19.1.4 All network components, including transmission, switching, routing, and storage systems, shall comply with security standards and protocols prescribed or endorsed by the Commission. Equipment and software shall not contain backdoors, spyware, or any feature that compromises user data or national security.
- 19.1.5 The Licensee shall ensure physical and logical security of its network infrastructure, including data centres, PoPs, and transmission facilities. Access to critical sites shall be strictly controlled and limited to authorized personnel, with proper authentication, surveillance, and logging systems in place.
- 19.1.6 The Licensee shall implement redundancy, disaster recovery, and business continuity plans to ensure uninterrupted operation of critical services during natural disasters, power failures, or cyber incidents. Periodic tests and drills shall be conducted to verify the effectiveness of such arrangements.
- 19.1.7 Any Licensee operating critical service platforms must comply with the Cyber Safety Ordinance, as well as relevant international best practices for cybersecurity deployment. Such Licensees shall be designated as Critical Information Infrastructure (CII) by the National Cyber Security Agency (NCSA), and shall be obligated to adhere to the provisions of the Ordinance, including the establishment of sector-specific Computer Incident Response Teams (CIRTs). These infrastructures must undergo regular security audits, including penetration testing and vulnerability assessments, to ensure ongoing resilience and cyber readiness.
- 19.1.8 The Commission reserves the right to inspect, audit, or direct security compliance reviews of the Licensee's network and systems at any time. The Licensee shall extend full cooperation and furnish all relevant information as required for such inspections.

19.1.9 The Licensee shall report cyber security incidents and related information to the Commission within 24 hours in accordance with the format prescribed by the Commission.

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

**19.2 Environmental Issues:**

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

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

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

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

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

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

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

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

**19.3 Parental Control Guidance:**

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

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

(a) Browser settings;



- (b) Search engine settings;
- (c) Operating system settings;
- (d) Set controls directly with District FTSP Licensee and use security software to make things even safer.

19.3.3 The Licensee shall have the ability to provide its subscribers to use parental controls. This service shall be free of cost so that the subscribers can get a resource to take advantage of it, if they require.

19.3.4 The Licensee shall have the ability to provide the following parental control services:

- (a) Block websites;
- (b) Block chat rooms;
- (c) Block services like instant messaging;
- (d) Filter out images and videos;
- (e) View user activity;
- (f) Get alerts if someone tried to change the settings;
- (g) Managing settings options;
- (h) Set time limits for internet use etc.

## **20. NATIONAL EMERGENCIES AND FORCE MAJEURE**

### **20.1 Emergency Crisis Management:**

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

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

20.1.3 The Commission may direct the Licensee from time to time regarding emergency crisis management.

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

**20.3 National Emergency:** In the event of national emergency or national security concern, the relevant section of the Act shall be applicable.

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

## **21. DISPUTE RESOLUTION**

- 21.1 All disputes between the operators, arising out of the Agreements/Memorandums of Understanding executed by the Licensee, 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.
- 21.2 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.
- 21.3 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.

## **22. FAIR BUSINESS AND FINANCIAL PRACTICES**

### **22.1 Code of Commercial Practice:**

- 22.1.1 The Licensee shall publish a code of commercial practices approved by the Commission. The code of practice shall include, at a minimum provision covering the following issues:
  - (a) A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages;
  - (b) Protection of the privacy of information transmitted over the Licensed System;
  - (c) Maintenance by Licensee of the confidentiality of customer information;
  - (d) Procedures for resolving disputes between Licensee and customers;
  - (e) Availability to customers of information concerning their accounts with the Licensee; and
  - (f) Commitment by the Licensee to customers in respect of standard and quality of licensed services.

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

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

- 22.2.1 The Licensee shall provide the Commission with the information resulting from the monitoring of the communication to and from a customer's device, including the identification number or details of the parties that are the source of harassing, offensive fraudulent or unlawful communication and the dates of occurrence of such calls and their frequency;
  - 22.2.2 The Commission may direct the Licensee to undertake appropriate action to protect the public from harassing, offensive, fraudulent or unlawful communication. Such direction may require the Licensee to co-operate fully

with and/or provide relevant information to such other parties identified as being competent authorities by the Commission in its direction; and

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

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

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

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

22.3.3 Every licensee must establish and maintain proportional, state-of-the-art technical capabilities to detect, mitigate, and defend against DDoS attacks on its network, commensurate with its scale and the evolving threat landscape.

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

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

22.4.2 The Licensee shall follow all prevailing labour laws of Bangladesh.

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

**22.6 Franchising:** The Licensee shall not appoint franchisee, distributor, retailer, reseller or agents to carry out any activities related to service distribution, customer management, or local access network deployment.

**23. CONSUMER PROTECTION**

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

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

23.3 The Licensee shall inform subscribers of all its obligations under the License and/or Guidelines and in particular highlight to its subscribers the Licensee's obligations of confidentiality and specific use of information.



- 23.4 The Licensee shall operate a consumer-friendly system which will allow subscribers to lodge complaints to the Licensee in the event of a breach of any of the terms and conditions of the License and/or Guideline.
- 23.5 The Licensee shall submit to the Commission and make publicly available at the end of the Licensee's financial year or upon demanded by the Commission, a report indicating the number of complaints received from subscribers, the nature of such complaints and the steps taken by the Licensee to address those complaints. The Licensee shall prepare the report in a format prescribed or approved by the Commission.
- 23.6 In the event that the Licensee intends to terminate all or part of the Services, the Licensee shall notify the Commission in writing promptly and in any case at least 30 (thirty) days prior to the intended date of termination of the Service, and provide such information and assistance the Commission may require to ensure that the interests of its customers and the public are adequately safeguarded.
- 23.7 The Licensee shall promptly attend the complaints of the subscriber and shall maintain records of complaints for 2 (two) years and their resolution and shall make those available for inspection by the Commission as and when necessary.
- 23.8 The Licensee shall build up a management information system for customer services.
- 23.9 The Licensee shall put into effect a mechanism to settle probable complaints, objections and disputes with the subscribers which shall be informed to the Commission.
- 23.10 Any decision of the Commission in respect to ensure the consumers' protection shall be binding upon the License. The consumer charter shall provide commitments by the Licensee to consumers in respect to the standard and quality of the Licensed service. The Licensee shall also establish and maintain substantial number of Consumer Complaint Centre/Customer Care Centre to provide quality services to its Customers/Subscribers as envisaged in Section 59 of the Act, 2001.
- 23.11 The Licensee shall comply with the respective national privacy law and its other requirements required by the Act, the Rules, Regulations and Conditions issued by the commission or any competent authority.

#### **24. VIOLATIONS OF THE LICENSE**

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

#### **25. AMENDMENTS**

Any fees/charges and any of the terms and conditions in the License can be amended, varied or revoked in accordance with the Section 39 of the Act. In case of 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 updated terms and conditions.

## 26. MISCELLANEOUS

- 26.1 The Licensee shall comply with all terms and conditions of the License and/or Guidelines, License, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 and any applicable subsidiary legislation and all directions issued by the Commission including any new enactments as may be considered expedient and necessary from time to time.
- 26.2 The Commission reserves exclusive right and authority to explain or interpret any provision of the License and/or Guidelines, if any confusion arises regarding the actual sense or import of any provision of the License and/or Guidelines. The explanation of the Commission shall be final and binding on the Licensee.
- 26.3 The Commission encourages the Licensees to carryout Corporate Social Responsibilities (CSR). The Licensees shall inform the Commission regarding their activities along with the detailed expenditure on a quarterly basis. The Government/Commission may instruct/direct the Licensee to take part in CSR from time to time.
- 26.4 The Licensee shall ensure that their licensed system and the Licensed services do not cause any damage to, or interfere with, any Telecommunication System or Telecommunications Services of any other Operator.
- 26.5 The Licensee shall take prior written permission for formation of any company/joint venture entity/partnership entity in Bangladesh for providing any type of telecom related services. The Licensee shall also have to take prior written permission for holding share in or being a partner of the existing entity who is providing any telecom service in Bangladesh.
- 26.6 The Commission and/or any other Government departments shall not be liable for any loss, damage, claim, charge, expense which may be incurred as a result of or in relation to the activities of the License, its employees, agents or authorized representatives.
- 26.7 All directions issued by the Commission shall remain confidential and the Licensee shall not disclose the same. However, if any authorized legal entity instructs for such disclosure, then the Licensee may disclose such information upon prior approval of the Commission.
- 26.8 Notwithstanding anything contained elsewhere or in this License the Commission reserves the right at its discretion to make the terms and conditions of this License publicly available in any media and format whether on the Commission's or any other official Government website, in any manner it deems fit and proper.
- 26.9 The Licensee shall pay the necessary fees and charges, and furnish the necessary documents in a timely manner.
- 26.10 All correspondence from the Commission shall be in writing and shall be sent to the Licensee's official place of business.
- 26.11 None of the provisions of this License shall be deemed to have been waived by any act of or acquiescence on the part of the Commission, but only by an instrument in writing signed/issued by the Commission. No waiver of any provision of this License shall be construed as a waiver of any other provision or of the same provision on another occasion.
- 26.12 The Licensee shall have the obligation and necessary arrangements for blocking pornography related websites within their network with the help of their respective bandwidth provider.

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

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

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

26.16 Unless repugnant to the context –

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

26.17 The Regulatory and Licensing Guidelines for Fixed Telecom Service Provider License shall be an integral part of this License; and vice-versa.

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



Lieutenant Colonel Md. Tamjidul Islam, Signals  
 Director (Licensing)  
 Legal & Licensing Division  
 Bangladesh Telecommunication  
 Regulatory Commission

Director (Licensing)  
 Legal and Licensing Division  
 BTRC