



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

**CELLULAR MOBILE PHONE OPERATOR
REGULATORY AND LICENSING GUIDELINES, 2011**

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**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

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REGULATORY AND LICENSING GUIDELINES

FOR

RENEWAL

OF

CELLULAR MOBILE PHONE OPERATOR LICENSE

FOR

**ESTABLISHING, OPERATING AND MAINTAINING
CELLULAR MOBILE PHONE SYSTEMS AND SERVICES**

IN

BANGLADESH



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BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

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REGULATORY AND LICENSING GUIDELINES

FOR

RENEWAL OF CELLULAR MOBILE PHONE OPERATOR LICENSE

1. INTRODUCTION

- 1.01 In pursuant to its powers of the Bangladesh Telecommunication Regulation Act, 2001, the Regulatory and Licensing Guidelines for renewing licenses to existing operators for establishing, operating and maintaining Cellular Mobile Phone Services in Bangladesh are being issued following section 38 of Bangladesh Telecommunication Regulation Act 2001 and Bangladesh Telecommunication Regulatory Commission (BTRC), hereinafter referred to as the 'Commission' shall conduct the license renewal activities.
- 1.02 These Guidelines, along with the terms and conditions of the License, should be read in conjunction with the Act, any subsequent legislation, other prevalent laws or sector policies framed by the government, rules, regulations, orders, decisions, guidelines, directives and other documents of general application issued by the Government or the Commission from time to time. These Guidelines shall form an integral part of the License and vice-versa.
- 1.03 The Regulatory and Licensing Guidelines for license renewal of existing operators for establishing, operating and maintaining Cellular Mobile Phone Services in Bangladesh and the terms and conditions of the License must be read in conjunction with the Act, any subsequent legislation or any amendment thereof, other prevalent laws or sector policies framed by the Government, rules, regulations, policies, orders, decisions, guidelines, directives and other documents of general application issued by the government or the Commission from time to time. The Act specifically provides under Section 35 and 55 that the establishment, operation or use of telecommunication system including radio apparatus and provision of telecommunication services in Bangladesh without a license is an offence punishable with imprisonment and fine.
- 1.04 The Regulatory and Licensing Guidelines for license renewal of existing operators for establishing, operating and maintaining Cellular Mobile Phone Services in Bangladesh, may be withdrawn, revised, updated or amended from time to time to take into consideration various factors including (but not limited to) imminent threat to public health, grave natural calamity, national security and statutory or court orders. The Commission reserves the right to vary, change or amend the Regulatory and Licensing Guidelines from time to time following section 39 of Bangladesh Telecommunication Regulation Act 2001.



2. SHORT TITLE, EXTENT AND APPLICATION

- 2.01 These Regulatory & Licensing Guidelines may be called as the “Cellular Mobile Phone Operator Regulatory and Licensing Guidelines, 2011”.
- 2.02 These guidelines shall be applicable in the cases of renewal of licenses of **prevailing** Cellular Mobile Radio Telephone Operators in Bangladesh. At the same time some of the provisions of the guidelines shall be applied to all of the cellular radio mobile telephone operators providing services in Bangladesh. The commission shall issue directives for the non-renewing operators in this regard.
- 2.03 These guidelines are approved by the Government and shall come into effect from the date of their issuance by Bangladesh Telecommunication Regulatory Commission.

3. SUBMISSION OF APPLICATION FOR RENEWAL OF LICENSE

- 3.01 Bangladesh Telecommunication Regulatory Commission shall notify each of the existing Licensed Cellular mobile Phone operator(s). The application for renewal shall have to be submitted within 30 days of the notification.
- 3.02 Application for renewal of Cellular Mobile Phone operators’ license shall be in the prescribed form shown in Appendix 1 of these guidelines.
- 3.03 Necessary documents as mentioned in Appendix-1 of these guidelines shall have to be submitted with the application.

4. SCOPE FOR EXISTING LICENSEES

These guidelines shall be applicable to and binding on all existing Cellular Mobile Radio Telephone Licensees. The commission shall issue directives for the non-renewing operators in this regard.

5. DURATION OF LICENSE

The duration of the renewed Licenses, shall initially be for a term of 15 (fifteen) years. Upon expiry of the 1st renewal term, the License may be renewed for subsequent terms, each of 5 (five) years in duration subject to the approval from the Commission, payment of necessary fees and charges, and to such terms & conditions, as may be specified herein and/or by the Government under the Act in the time of each renewal.

6. SYSTEMS AND SERVICES

- 6.01 The technical and operational system shall comprise broadly the combination of telecommunication apparatus (e.g. switching system, transmission apparatus, terminal apparatus etc.) including the transmission network between the core network and the distribution network/Access network through different transmission media (e.g. microwave, cable, co-axial cable, optical fiber etc.) to provide the Cellular Mobile Phone services. The system as described above shall include the Switching Centers, Access Network controllers, Radio Access Points, Signalling Points/ Signalling Transfer Points, Media and resource servers, Different related Database systems, Centralized Operation and Maintenance Centre (OMC), Customer Service Centre, Billing System, Transmission System, Power Supply System etc installed within the country. The Mobile end-user shall be connected through access frequency. The system shall have to be Lawful Interception (LI) compliant.



6.02 The Licensee is authorized to provide the following services (2G services) through its own network of Cellular Mobile telecommunication systems:

- (i) Intra-Operator Domestic Voice Calls
- (ii) Inter-Operator Domestic Voice Calls
- (iii) International Long Distance Voice Calls
- (iv) International Roaming Services
- (v) SMS/ EMS/VMS
- (vi) Mobile Internet (as defined and approved by the commission from time to time)
- (vii) Value Added Services (VAS) (as defined and approved by the commission from time to time).

7. FEES AND CHARGES

7.1. Payment of Fees

7.1.1 Following non-refundable fees and charges (excluding VAT & Tax) shall be applicable to the Licensees.

1.	Application Fee	Tk. 1,00,000/-
2.	License Renewal fee	Tk. 10,00,000,00/-
3.	Annual License Fee	Tk. 5,00,00,000/-
4.	Revenue Sharing	5.5% (Five point five percent) of annual audited gross revenue.
5.	Social Obligation Fund	1.0% (one percent) of annual audited gross revenue.

7.1.2 **Application Fee:** A fee of Tk. 1,00,000/- (one lac) only in the form of pay order or draft issued from any scheduled bank of Bangladesh, in favour of the Bangladesh Telecommunication Regulatory Commission shall have to be paid with each application as application fee.

7.1.3 **License Renewal fee:** The Commission shall notify the applicant in writing of its decision of applicant's license renewal and ask for the payment of Tk. 10,00,000,00/- (ten crore) only in the form of pay order or draft issued from any scheduled bank of Bangladesh in favour of the Bangladesh Telecommunication Regulatory Commission as license renewal fee within 15 (fifteen) days of such notification.

7.1.4 **Annual License Fee:** The licensee, after the payment of license renewal fee shall pay annual license fee to the Commission for every year in advance a sum of Taka 5,00,00,000.00 (five crore only) in the form of pay order or draft issued from any scheduled bank of Bangladesh before the commencement of each year.

7.1.5 Revenue Sharing:

- (i) A sum equivalent to 5.5% (five point five percent) of the annual audited gross revenue of the Licensee shall be paid by the licensee to the Commission on a quarterly basis within the first 10 (ten) days at the end of each quarter in advance.



- (ii) A sum equivalent to 1.0% (one percent) of the annual audited gross revenue of the Licensee, shall be paid by the licensee to the Commission for Social Obligation Fund on a quarterly basis within the first 10(ten) days at the end of each quarter in advance.
- (iii) The above gross revenue sharing shall be paid on a quarterly basis within the first 10 (ten) days at the end of each quarter. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 (ninety) days of the financial year-end by the Licensee. In the event of any overpayment by the Licensee, the Licensee may adjust any excess amount against quarterly payments with the approval of the Commission in the next year.

7.2 Revenue Sharing of International Phone Calls

7.2.1 For International incoming calls

International incoming call termination rates shall be determined and reviewed from time to time by the Commission.

After deducting VAT (if applicable) the international incoming prevailing call termination rates in Bangladeshi Taka (BDT) shall be shared as per provisions of relevant Guidelines (e.g. IGW, ICX etc.) and/or as directed by the commission from time to time.

The licensee shall receive 20% of the incoming call rates from IGW(s).

7.2.2 For International outgoing calls

These rates may be reviewed from time to time by the Commission. The Licensee shall collect VAT (in BDT) in addition to Call Charges during international outgoing calls from the subscribers and shall pay VAT to the government.

The International call Charges shall be shared as per provisions of relevant Guidelines (e.g. IGW, ICX etc.) and/or as directed by the commission from time to time.

The revenue shall be calculated by the following formula:

“Z” Balance amount (in BDT) = “X” Call rate (in Taka) – “Y” specific settlement rate (in Taka) payable to overseas carriers.

The “Z” balance amount shall be shared among ANS, IGW, ICX and the Commission in the following proportion:

- (i) The Licensee shall keep 40% (forty percent) of “Z”;
- (ii) The Licensee shall pay 15% (fifteen percent) of “Z” to ICX(s);
- (iii) The Licensee shall pay “Y” specific settlement rate (in Taka) and 15% (fifteen percent) of “Z” to IGW;
- (iv) The Licensee shall pay 30% (thirty percent) of “Z” to the Commission.

7.2.3 Delay in Payment of Fees and Share of Revenues

The annual license fee, revenue sharing and Social Obligation Fund as described in clause -7 of this guidelines shall have to be paid in due time. The due amount may be paid within 60 (sixty) days after the stipulated date by paying a late fee (additional) at the rate of 15% (fifteen percent) per annum as compensation to the Commission. If the amount is not paid within the 60 (sixty) days as stipulated, necessary actions shall be taken by the Commission as per the provisions of the License and the Act.



8. SPECTRUM FEES AND CHARGES

8.01 The Licensee shall have to obtain separate Radio Communications Equipment license for spectrum use from the Commission. For obtaining the License, the Licensee shall have to apply separately to the Commission along with necessary documents. Following non-refundable fees and charges (excluding VAT & Tax) for spectrum shall be applicable to the Licensees:

1.	Application Fee for Spectrum	Tk. 50,000/-
2.	Spectrum Assignment fees	Tk. 150 crore per MHz [For GSM 1800 MHz band] Tk. 150 crore per MHz [For GSM 900 MHz/EGSM band] Tk. 150 crore per MHz [For CDMA]
3.	Annual Spectrum Fees/Price for Access Frequency	As per the formula mentioned below [Clause 9.02]
4.	Annual Spectrum Fees/Price for Micro Wave Frequency	As per the formula mentioned below [Clause 9.02]

- (i) **Application Fee for Spectrum:** The Application fee for Spectrum shall be Taka 50,000/- (fifty thousand) only in the form of pay order/bank draft in favour of the Bangladesh Telecommunication Regulatory Commission.
- (ii) **Spectrum Assignment Fee:** The Spectrum assignment fees for Cellular Mobile Phone operator License will be Tk. 150 crore (one hundred and fifty crore) per MHz of GSM 1800MHz and EGSM band access frequency, Tk. 150 (one hundred and fifty) crore per MHz of GSM 900MHz band and Tk. 150 (one hundred and fifty) crore per MHz of CDMA 800MHz band access frequency. Market Competition Factors based on market share of the Cellular Mobile Phone operators, shall be applicable in determination of spectrum assignment fees. The above assignment fees shall be multiplied by the following Market Competition Factors and the total amount shall be applicable for the respective operators.

SL.	Operators	Market Competition Factor (MCF)
1.	GrameenPhone	1.48
2.	Orascom	1.06
3.	AXIATA	0.99
4.	PBTL	0.30

- (iii) The Commission will notify its decision in writing to the applicant, regarding the renewal of the applicant's Radio Communications Equipment license, for the payment of the above mentioned spectrum assignment fees in the form of pay order or bank draft issued from any scheduled bank of the Bangladesh in favour of the Bangladesh Telecommunication Regulatory Commission as per following schedule:

SL.	Payment Deadline (starting from the date of notification)	Portion of Demand Amount to be paid
1.	Within 15 (Fifteen) Days	49%
2.	Within 180 (One Hundred and Eighty) Days	17%
3.	Within 360 (Three hundred and Sixty) Days	17%
4.	Within 540 (Five Hundred and Forty) Days	17%



- (iv) **Annual Spectrum Fee:** The Licensee, after the payment of the spectrum assignment fee, shall pay annual spectrum fees for both Access and Micro Wave frequencies according to the formula as stated in Clause 9.02. The annual spectrum fees shall be paid on a quarterly basis within the first 10 days at the end of each quarter in advance. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if any underpaying found, the balance must be paid within 90 (ninety) days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may adjust any excess amount against quarterly payments with the approval of the Commission in the next year.

8.02 The annual spectrum fees for access and microwave frequency as described in clause-8 shall have to be paid within the stipulated time. The due amount may be paid within 60 (sixty) days after the due date by paying late fee at the rate of 15% (fifteen percent) per annum as compensation to the Commission. If the amount is not paid within the 60 (sixty) days as stipulated, necessary actions shall be taken by the Commission as per the provisions of the license and the Act.

9. SPECTRUM

9.01 The spectrum assignment Fees shall be applicable for all of the access frequencies assigned to the licensees except for the 7.4 MHz, 2 MHz and 2.6 MHz spectrum assigned in the year 2008 in favour of Grameenphone, AXIATA and Orascom respectively with a value of Tk. 80 (eighty) crore per MHz uplink and downlink for 18 (eighteen) years from the date of assignment subject to the renewal of the license. However, other provisions of these guidelines shall be applicable for respective licensee(s).

9.02 Annual Spectrum Fees and Charges

- (a) The spectrum charges (excluding VAT & Tax) shall be calculated using the following formula:

$$\text{Spectrum charges in Taka} = \text{STU} \times \text{CF} \times \text{BW} \times \text{AF} \times \text{BF}$$

Where, (i) STU = Spectrum Tariff Unit = Amount in Taka equivalent to USD 1.00 per MHz per Sq. Km. The amount shall be calculated as per the published selling rate of USD of Bangladesh Bank on the last working day of each quarter.

(ii) CF = Contribution Factor for Access Frequency has been fixed considering assignment of frequency, use of assigned frequency and subscriber.

SL.	Subscriber base related to use of frequency (lower limit inclusive & upper limit exclusive)	CF
1.	Upto 2 million	0.7
2.	2 million to 5 million	1.2
3.	5 million to 10 million	1.7
4.	10 million to 15 million	2.2
5.	15 million to 20 million	2.7
6.	20 million to 25 million	3.2
7.	25 million to 30 million	3.7
8.	30 million to 35 million	4.2
9.	35 million to 40 million	4.7
10.	40 million to 45 million	5.2
11.	45 to 50 million	5.7
12.	50 million and above	6.0



- (iii) CF = Contribution Factor for Microwave Frequency = 1
- (iv) BW = Bandwidth Assigned for Access Frequency in MHz
- (v) BW = Bandwidth occupied for Microwave Frequency in MHz
- (vi) AF = Area Factor for Access Frequency = 1,47,570 Sq. km
- (vii) AF = Area Factor for Microwave Frequency Point to Point link = $\text{Link Length}^2 \times 0.273$ (Minimum Distance for link length shall be considered from 10 km)
- (viii) BF = Band Factor:

SL.	Band	BF
1.	VLF/LF/MF (3-3000 kHz)	1.00
2.	HF (3-30 MHz)	1.50
3.	VHF (30-300 MHz)	1.00
4.	UHF1 (300-806 MHz)	0.75
5.	UHF2 (806-2690MHz)	0.50
6.	SHF1 (2.69-16 GHz)	0.25
7.	SHF2 (16-31GHz)	0.15
8.	EHF1 (31-65 GHz)	0.10
9.	EHF2 (65-275 GHz)	0.05

- (b) Short term charges for new microwave links depending on date of Installing will be applicable as follows:

SL.	Date of Installation	Percentage
1.	January-March	100%
2.	April-June	75%
3.	July-September	50%
4.	October-December	25%

10. SPECTRUM REARRANGEMENT

- 10.01 The Commission reserves the right to make any rearrangement in the assignment of the band for maintaining the continuity of spectrum allocated if required in the future through consultation with the operators and the equipment shall have the provision to readjust according to that rearrangement.
- 10.02 Rearrangement will be done with a view to create a level-playing field for all the operators and in accordance with the overall objectives of the Commission as set out in Section 29 of the Bangladesh Telecommunication Regulation Act, 2001.

11. SPECTRUM RE-FARMING

- 11.01 The Commission will implement the spectrum re-farming policy in future if required for spectrum harmonization as per relevant recommendations of ITU and the Licensee shall abide by the decision of the Commission.
- 11.02 Re-farming will be allowed after publishing necessary guidelines and required consultation.

12. SPECTRUM OPERATIONAL OBLIGATIONS

The Licensed Cellular Mobile Phone operators shall have an operation period of 15 (fifteen) years with the allotted spectrum in accordance with any changes of the conditions of the license including but not limited to the following terms and condition:



- (i) The licensee will be allowed to provide service with this spectrum according to the conditions of the cellular mobile licensee.
- (ii) The licensee shall not import/purchase any telecommunication/radio equipment for their network without taking prior permission of the Commission.
- (iii) The licensee must take prior permission from the Commission before installing BTS within 8 (eight) KM inside from the international border.
- (iv) Assigned frequency and radio equipment are not transferable till BTRC decides otherwise.
- (v) Clearance Certificate from appropriate authority will be required if antenna height is more than the allowable limit as declared by any competent authority.
- (vi) The licensee shall abide by all the terms and conditions as mentioned in the Cellular Mobile Phone operator license.
- (vii) The Commission shall have the right to cancel the assignment of the frequency for the reasons of national security or national interest.
- (viii) The Commission reserves the right to make any change in the charges/Fees or levies from time to time and the licensee shall abide by that decision of the Commission.

13. SPECTRUM AUDITING

- 13.01 The Commission reserves the right to inspect and analyze the spectral efficiency of the assignment whether these are properly utilized or not without any prior notice.
- 13.02 The Commission reserves the right to inspect the telecommunication installations without any prior notice.

14. SPECTRUM INTERFERENCE AND CO-ORDINATION

- 14.01 Out of the assigned frequency band, transmission is strictly restricted as per ITU Regulations to avoid harmful interference and the licensee shall ensure it.
- 14.02 The licensee shall keep the necessary guard band between and among the operators on the basis of mutual understanding.

15. SPECTRUM PLAN

- 15.01 The licensee shall declare in their application about the spectrum usage plan with their assigned frequency and the Commission will monitor it without any prior notice.
- 15.02 The operator must design spectrum plan in such a way that human hazard by spurious emission can be avoided.
- 15.03 The Operators shall inform the Commission about their Radio Frequency (RF) assignment plan on a periodic basis as determined by the Commission.

16. 3G SERVICES AND SPECTRUM

The commission will issue separate licensing guidelines for 3G/4G Services. All existing Cellular Mobile Phone operators shall be eligible to apply for the license(s).



17. QUALITY OF SERVICE OBLIGATION

- 17.01 The Commission intends to ensure that licensees shall provide an acceptable Quality of Service (QoS) as per Directives/Regulation of the Commission. Each Licensee shall have the obligation to ensure the quality of service as stated in the Regulations/Directives/Instructions/ Orders/Guidelines for QoS to be issued within the shortest possible time.
- 17.02 The Licensee shall ensure that voice and data traffic passes through its network with minimal interference and/or loss and without unauthorized access.
- 17.03 The Licensee shall achieve the QoS standards as set out by the Commission from time to time based on the recommendations/standards of International Telecommunication Union (ITU), other standard organizations, best practices and maintain records of the same. The Commission may inspect these records and the Licensee shall furnish certified copies of such reports to the Commission upon demand or at scheduled intervals.
- 17.04 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without prior notice and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission. The Licensee shall submit to the Commission monthly reports on its compliance with each of the QoS standards within the first five working days of each Gregorian calendar month, in such form as may be stipulated by the Commission.
- 17.05 If the Licensee fails to meet the QoS standards, the Commission may impose the penalties set out by the Commission from time to time.
- 17.06 Without reducing the QoS, the Licensees are encouraged to ensure spectral efficiency. The QoS shall be monitored by the Commission from time to time.
- 17.07 The Licensee may be allowed any exception beyond its reasonable control such as fire, flooding and industrial disputes, provided that it promptly notifies the Commission and/or where applicable the other Licensees, of the facts and circumstances giving rise to such inability to comply and takes any commercially reasonable action necessary to correct any fault or avoid any such circumstances so as to re-establish compliance with the QoS standards as soon as possible.

18. INTERCONNECTION

The licensee shall follow the provisions of the Act and the Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004 (BTRC Regulations No. 2 of 2004) for the matters related to interconnection.

19. INFRASTRUCTURE AND FACILITY SHARING

- 19.01 The Licensee shall follow the conditions of the Act, any Regulations/Byelaws/Directives/Instructions/Permit/Guidelines/Orders/Circulars/Decisions etc. in case of infrastructure and facility sharing and such conditions as may be imposed by the Commission from time to time.
- 19.02 The Licensee shall comply with the relevant guidelines and directions and/or directives of the Commission on Infrastructure and facility sharing.



20. MOBILE NUMBER PORTABILITY

- 20.01 The Licensee shall implement number portability from the commencement of service subject to BTRC's number portability requirements and charging principles. To provide flexibility to the consumers, all cellular mobile licensees shall implement number portability, according to the Commission's requirements.
- 20.02 The Licensee shall comply, at its own cost, with any requirement and guidelines issued by BTRC on number portability.
- 20.03 The Licensee shall comply with BTRC's framework, arrangements and requirements in relation to number portability, including all relevant Codes of Practices, directions and notifications which BTRC may issue from time to time.

21. INTERNATIONAL MOBILE EQUIPMENT IDENTITY (IMEI) BARRING

- 21.01 The Licensee shall introduce the most appropriate method of implementing International Mobile Equipment Identity (IMEI) barring system.
- 21.02 The Network and equipment of the Cellular Mobile Phone operators shall be compatible to IMEI barring. The decision of the Commission in this respect shall be binding to the Cellular Mobile Licensees.

22. GUIDELINE FOR VAS/CONTENT PROVIDER(S)

The Commission shall prepare a separate guideline for Value Added Services/ Content Providing. The conditions of that guideline shall be binding to all of the Licensees.

23. MONITORING SYSTEM

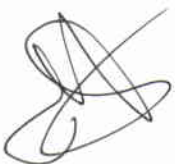
- 23.01 The Licensee shall have the obligation to install SIM box detection mechanism and/or with the updated VoIP Monitoring and self protection system in their premises. The licensee shall connect online monitoring terminal to BTRC through which the Commission shall have access to the monitoring system. The Commission may inspect these systems at any time without giving any prior notice. The Commission may direct the Cellular Mobile Licensees to submit the relevant information to the Commission from time to time. The decision of the Commission in this regard shall be binding to the Licensees.
- 23.02 The Licensee shall have the mechanism to prevent its subscribers from being engaged in illegal VoIP call termination and origination activities.

24. LI COMPLIANCE AND ONLINE MONITORING

- 24.01 The Licensee shall have to connect with the online and offline monitoring system to NMC/LEA and BTRC. The Cellular Mobile Licensees shall comply with the decision of the Commission/NMC/LEA for LI compliance.
- 24.02 Licensee shall provide an appropriate system to accumulate CDR/IPDR/PDR at NMC and the Commission. Duration of CDR/IPDR/PDR shall be decided by the Commission in consultation with NMC.
- 24.03 LI system shall be installed with proper redundancy at National Monitoring Center (NMC)/Law Enforcement Agency (LEA) including transmission media and other necessary hardware and software for on-line and off-line monitoring, of every exchange and subsequent maintenance (both local and foreign) to be done by the operator.



- 24.04 The licensee shall provide high capacity storage media, as per requirement, to store bulk intercepted products i.e. call and other content at NMC/LEA premises.
- 24.05 The licensee shall have the obligation if so directed by the Commission/LEA/NMC, to identify immediately, to provide information to the Commission/LEA/NMC regarding the offenders and the persons who are threat to the national security. For this purpose, the licensee must have the sufficient required technology in its systems.
- 25. MIGRATION FROM EXISTING TECHNOLOGY AND INTRODUCTION OF NEW TECHNOLOGY**
- The Licensee shall be required to take prior approval from the Commission to migrate from its existing technology and/or to introduce new technology where the assigned spectrum is not used for which it was intended for.
- 26. MOBILE VIRTUAL NETWORK OPERATOR (MVNO)**
- The concept of MVNO supports and encourages an open and competitive market in telecommunications. A detailed framework or guidelines for which will be prepared by the Commission within a short time. After issuing the said guidelines by the Commission, all Licensees will be permitted to support MVNO services.
- 27. UNIFIED LICENSE**
- The Commission has taken initiative to issue unified license. The regulations and guidelines which will be approved by the Commission in this respect shall be binding to the existing Licensees. If the Licensee fails to comply with the decision of the Commission, the Commission reserves the right to take necessary steps according to Section 46 of the Act.
- 28. SIGNIFICANT MARKET POWER**
- 28.01 It is well established that the success of market liberalization depends on the development of a fair competitive environment and a level playing field for all licensees, which is one of the broad objectives under Section 29 read with Section 30 of the Bangladesh Telecommunication Regulation Act, 2001. In this regard, Mobile and fixed line licensees who emerge with Significant Market Power (SMP) shall be prohibited from abusing their dominant position through anti-competitive conduct.
- 28.02 The Commission will issue Significant Market Power (SMP) Regulations and/or Guidelines. The conditions of the regulations and/or guidelines will be binding to all Cellular Mobile Licensees.
- 29. OPERATORS' CODE OF PRACTICE**
- According to the provisions of the Act, the Commission may formulate, approve and issue Operators' Code of Practice for various purposes, which shall be binding on all the Cellular Mobile Phone Licensees.
- 30. CONSUMER PROTECTION**
- To ensure the consumers' protection is one of the obligations main of the Commission. Any decision of the Commission in this respect shall be binding on all the Cellular Mobile Phone 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.



31. TECHNICAL AND FINANCIAL AUDIT

The Licensee shall be ready for annual technical and financial audit. The audit team authorized by the Commission shall have the right for auditing technical and financial position of any Licensee for any year. The Licensee shall comply and shall furnish all relevant information and documents as sought by the audit team.

32. EMPLOYMENT REGULATION OF THE COMPANY

32.01 The Licensees shall submit their HR/Employment Services Regulation which must be submitted to the Commission within 6(six) months of the License renewal. The Commission may seek information from time to time and give instructions in this regard which shall be binding to the licensee.

32.02 (i) No Licensee shall employ more than 1% (one percent) of Foreign Nationals as its employee.

(ii) The licensee shall appoint at least 50% (fifty percent) of each of the top two tier management posts from the Bangladeshi nationals. This provision may be relaxed by the commission for a particular operator and for a specified period of time.

33. SOCIAL OBLIGATION FUND

The Licensee shall have obligation to contribute in social obligation fund as decided by the Commission according to the Act. The social obligation fund will be operated as per the provisions of the Act.

34. RESPONSE TO EMERGENCY CALL

The Commission reserves the right to declare Emergency/Toll free number. The Licensee shall have to response and connect with Emergency/Toll free number by which any one will be allowed to call free of charge.

35. CORPORATE SOCIAL RESPONSIBILITIES (CSR)

The commission encourages the Licensees to carryout Corporate Social Responsibilities. The licensees shall inform the commission regarding their activities after every 6 (six) Months.

36. EMERGENCY CRISIS MANAGEMENT

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

36.02 The Licensee shall as soon as possible provide information of emergency crisis management team and other relevant preparations for saving and protecting the system from disaster.

36.03 The Licensee shall as soon as possible provide information of preparation to restore their system that sustained losses from disaster.

36.04 The Licensee shall have obligation to send/transmit early-warning-message as early as possible to its subscribers of the relevant disastrous/crisis areas as/and when directed by the Commission.

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



37. STANDARD CONTRACT

37.01 The Licensee shall prepare a standard contract of service for use with its customers. The Licensee shall file the standard contract, and amendments thereto from time to time, to the Commission for its approval.

37.02 The standard contract, as approved by the Commission, shall apply to all customers that obtain Mobile communications services from the Licensee.

38. REGISTRATION OF SUBSCRIBERS

38.01 Proper registration of subscriber is the most essential task to maintain National Security and control law and order situation. The Licensee shall be liable for registration of all subscribers in a proper way as decided by the Commission from time to time. The Commission reserves the right to take necessary actions according to the section 46 and 63 of the Act for non-compliance of this condition and may impose fine for non-compliance of the condition.

38.02 The Licensee shall be responsible if it fails to adopt appropriate measures for mandatory SIM/RUIM/Service Connection Registration and for prevention of false SIM/RUIM/Service Connection registration as directed by the commission from time to time.

39. HEALTH AND ENVIRONMENTAL CONCERN

39.01 The Licensee shall ensure the use of energy efficient, environmental friendly network equipment (Green Telecom) and also ensure proper safety for health hazard issues nearer to their BTS and other locations of installations.

39.02 The Licensee shall ensure the use of green technology (in terms of renewable energy, low power consumption etc.) in at least 5% (five percent) of its Access Nodes (e.g. BTS) within 5 (five) years and at least 10% (ten percent) of the same within 10 (ten) years after the date of renewal of the license.

39.03 The Licensee shall have the obligation to stop all types of radiation which are harmful to the environment and public health.

40. INITIAL PUBLIC OFFER

40.01 Each Licensee shall 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.

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

41. SEPARATION OF ACCESS AND INFRASTRUCTURE (TRANSMISSION)

The licensee shall not engage in reselling its own transmission capacity beyond the scope of the infrastructure sharing guidelines and provisions of NTTN guidelines which shall be binding to all of the cellular Mobile Phone operator(s). These provisions may be relaxed for a specific period by the commission as and when required.

42. SUSPENSION, CANCELLATION AND FINES

42.01 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 and/or impose fine as mentioned in Section 46(3) of the Act.



- 42.02 The Commission may also impose fine under Section 63(3) and Section 64(3) of the Act for any violation of any condition of this License.
- 42.03 In the event of such suspension or cancellation or revocation of the License, 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 fulfill 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.
- 42.04 The Commission may cancel the License and the Licensee shall be liable for action as per Bangladesh Telecommunication Regulation Act, 2001 on the following grounds including but not limited to –
- (i) that any information furnished in the Application form for obtaining the Renewal License is found incorrect/false;
 - (ii) that the Applicant obtain the renewal license hiding the information as mentioned in the guidelines and the Act;
 - (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the Cellular Mobile Phone operator License;
 - (iv) that the licensee has failed to adopt appropriate measures for mandatory SIM/RUIM/Service Connection Registration and for prevention of false SIM/RUIM/Service Connection registration as directed by the commission from time to time;
 - (v) that the Licensee is involved with illegal call termination and failed to adopt appropriate measures as per direction of the commission in this regard;
 - (vi) that the licensee has failed to follow the directions of the Commission to prevent its subscriber from illegal call origination and termination activities;
 - (vii) that the licensee has transferred any share or issued of new shares without prior written permission of the Commission;
 - (viii) 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;
 - (ix) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee,
 - (x) that the licensee fails to maintain authenticated registration database of subscribers; or hides any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission as per service obligations; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities;
 - (xi) that the Licensee violates or purports to violate any terms and/or conditions under these Guidelines/Any Regulations/Bye-laws/Directives/Instructions/ Orders/ Circulars/Decisions etc. of the Commission.



43. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

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

44. MISCELLANEOUS

- 44.01 The Licensee shall follow the conditions of the Act, any Regulations/By-laws/Directives/Instructions/Permit/Guidelines/Orders/Circulars/Decisions etc. and such conditions as may be imposed by the Commission from time to time.
- 44.02 Unless otherwise stated –
- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
 - (ii) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
 - (iii) any expression in masculine gender shall denote both genders;
 - (iv) any reference in this License to a person shall be deemed to include natural and legal persons;
 - (v) all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
 - (vi) the term 'or' shall include 'and' but not vice versa;
 - (vii) any reference in this License to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
 - (viii) references to Clauses, Sub-Clauses, Annexure, Appendix and Schedule of guidelines are to Clauses, Sub-Clauses, Annexure, Appendix and Schedule to this License, respectively.



APPENDIX-1

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

LETTER OF TRANSMITTAL

For Renewal of Cellular Mobile Phone Operator License to Build, Operate and Maintain Cellular Mobile Phone Systems and Services in Bangladesh

Information Requirement

SL.	Information required	Information furnished/compliance
1.	Letter of Application (in letterhead pad).	
	Name, date and place of incorporation, from the companies register.	
	Business Address and Registered Office Address and telephone number, facsimile number, e-mail and website details.	
2.	Business or Company's structure details The applicant shall submit copies of certified true copies of the corrected version of Memorandum and Articles of Association and Certificate of Incorporation/registration from the Registrar of Joint Stock Companies and Firms and also submit a clearance certificate of Income Tax paid. Copies of the certificate of Board of Investment (BoI) should be submitted with the application.	
3.	i) List of the license(s) from the Commission	
	ii) Disclosure of any criminal record or personal bankruptcy of any person.	
4.	i) Shareholders of Applicant(s)	
	ii) Applicant(s) must provide information concerning their identity and composition of the Company. The shareholder details. Any changes of shareholders after acquisition of the license. Relevant documents such as form XII, Form 117 etc shall have to submit to the Commission.	
5.	Summaries of investment and financial results during license tenure.	
6.	Yearly Audited reports of the company during license tenure.	
7.	Statement of Income Tax, VAT and other taxes already provided during license tenure with supporting documents.	
8.	Copy of Annual Report published during license tenure.	



9.	Information on Network, Coverage, MSC, BSC, BTS and other Equipment etc.	
10.	System configuration of existing major equipment.	
11.	Information on increment of subscribers yearly basis during license tenure.	
12.	Information about the quality of service with supporting documents.	
13.	Business Plan and Rollout target for next 15 (fifteen) years (in terms of Network coverage, subscribers etc.).	
14.	History of non-compliance or violation of Act/Regulation/License condition/Circulars/Directives/Orders of the Commission.	
15.	Supplementary documents to support Applicant(s)'s proposals.	
16.	Summary of fees, charges, fine, VAT, taxes etc. that the company has paid and/or dues to the Government on yearly basis during license tenure.	
17.	Summary of asset and liabilities during license tenure.	
18.	Information of assigned access and microwave frequency and RF plan.	
19.	Information about existing optical fiber network and its capacity. The applicant shall submit detail utilization of optical fiber along with the list of the leased/sub-leased capacity.	
20.	List of VAS(s) offered to the subscriber(s) along with its tariff	
21.	Any other matter which Applicant(s) consider the disclosure or non-disclosure of which might materially affect the Commission's decision to award the license.	
22.	Affidavit as mentioned in Appendix-2	

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

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

Signature, Name & Designation & Company Stamp

Date:



APPENDIX-2

AFFIDAVIT

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

_____ 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(s)))

duly organized under the laws of _____
(Name of Country)

OR

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

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

a) That all statements made in the Applicant(s)'s application for a License to establish, maintain and operate Cellular Mobile Phone Services and in the required attachments to that application are true and correct;

b) That this certification is made for the expressed purpose of an application by _____ for a Cellular Mobile Phone operator License from the (name) Bangladesh Telecommunication Regulatory Commission;

c) The Applicant(s) 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 any of its directors or partners (where the Applicant(s) is a company):

(i) he is not an insane person,

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

(iii) he has 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) he has not been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- (v) he 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) any license of his has not been cancelled by the Commission at any time during the last 5 (five) years.
- (vii) He/it has any outstanding dues to the Commission;
- (viii) if prosecution is going on against the applicant(s) or its owner(s) or shareholder(s) or any of its director(s) or partner(s) for any violation of the Act or license conditions or any other illegal activities.

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

Director/Secretary/Partner/Duly Authorised Representative/Attorney
as or on behalf of the Applicant(s)

Witnesses

1. _____ 2. _____

Subscribed and sworn to before me

this _____ day of _____ 20 ____ at _____.

Notary Public



APPENDIX-3

[Generic Form of Renewed Cellular Mobile Phone Operator License]



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

RENEWAL

OF

CELLULAR MOBILE PHONE OPERATOR LICENSE

ISSUED

TO

.....

UNDER

THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001

ON THE

..... DAY OF2011





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

**RENEWAL
OF
CELLULAR MOBILE PHONE OPERATOR LICENSE**

LICENSE NO: **DATE :**

In Exercise of the Powers under section 38 of the
Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001)

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

is pleased to grant this license in favour of

.....
represented by its CHAIRMAN/MD/CEO having registered office at

.....
as a
CELLULAR MOBILE PHONE OPERATOR
in Bangladesh

whereby it is authorized
to establish, maintain and operate the Cellular Mobile Phone Systems and to provide services as
specified in this license

ON NON-EXCLUSIVE BASIS

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

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

No. BTRC/

Date: - -2011

RENEWAL OF CELLULAR MOBILE PHONE OPERATOR LICENSE

(Issued under section 38 of Bangladesh Telecommunication Regulation Act, 2001)

Whereas in pursuance to the “Cellular Mobile Phone Operator Regulatory and Licensing Guidelines, 2011” (No. BTRC/LL/Mobile/License Renewal(342)/2009-563, Date: 11-09-2011) for license renewal of existing Licensees, Bangladesh Telecommunication Regulatory Commission (Commission) require to issue license to the existing operators, for establishing, operating and maintaining Cellular Mobile Phone Systems & Services in Bangladesh.

And whereas by application dated, the Chairman/CEO/MD/CTO has prayed for a License to Operate Cellular Mobile Phone Services in Bangladesh, in continuation of its previous license to Operate Cellular Mobile Phone Services in Bangladesh.

LICENSE

To

.....represented by its Chairman/CEO/MD/CTO having its registered office atthe Licensee to establish, operate and maintain Cellular Mobile Telecommunication network throughout Bangladesh and provide Cellular Mobile Phone Services to subscribers subject to the terms and conditions laid down hereinafter.



1. INTERPRETATIONS, DEFINITIONS AND ABBREVIATIONS

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

2. DURATION OF LICENSE

The duration of the renewed Licenses, shall initially be for a term of 15 (fifteen) years. Upon expiry of the 1st renewal term, the License may be renewed for subsequent terms, each of 5 (five) years in duration subject to the approval from the Commission, payment of necessary fees and charges, and to such terms & conditions, as may be specified herein and/or by the Government under the Act in the time of each renewal.

3. SCOPE

- 3.01 The Licensee may install its applicable Systems anywhere in Bangladesh for the purpose of providing the Services as described in Clause-4 of this license.
- 3.02 The Licensee shall comply with the provisions of the Act, the Wireless Telegraphy Act, 1933 and the Telegraph Act, 1885 as modified/amended from time to time and Rules/Regulations/ Policies/ Bye-laws/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions etc. issued from time to time by the Commission or any other Act that may come into force in future.

4. SYSTEMS AND SERVICES

- 4.01 The technical and operational system shall comprise broadly the combination of telecommunication apparatus (e.g. switching system, transmission apparatus, terminal apparatus etc.) including the transmission network between the core network and the distribution network/Access network through different transmission media (e.g. microwave, cable, co-axial cable, optical fiber etc.) to provide the Cellular Mobile Phone services. The system as described above shall include the Switching Centers, Access Network controllers, Radio Access Points, Signalling Points/ Signalling Transfer Points, Media and resource servers, Different related Database systems, Centralized Operation and Maintenance Centre (OMC), Customer Service Centre, Billing System, Transmission System, Power Supply System etc installed within the country. The Mobile end-user shall be connected through access frequency. The system shall have to be Lawful Interception (LI) compliant.
- 4.02 The Licensee is authorized to provide the following services (2G services) through its own network of Cellular Mobile telecommunication systems:
- (i) Intra-Operator Domestic Voice Calls;
 - (ii) Inter-Operator Domestic Voice Calls;
 - (iii) International Long Distance Voice Calls;
 - (iv) International Roaming Services;
 - (v) SMS/ EMS/VMS;
 - (vi) Mobile Internet (as defined and approved by the commission from time to time);
 - (vii) Value Added Services (VAS) (as defined and approved by the commission from time to time).



5. FEES AND CHARGES

5.1 Payment of Fees

5.1.1 Following non-refundable fees and charges (excluding VAT & Tax) shall be applicable to the Licensees.

1.	Application Fee	Tk. 1,00,000/-
2.	License Renewal fee	Tk. 10,00,000,00/-
3.	Annual License Fee	Tk. 5,00,00,000/-
4.	Revenue Sharing	5.5% (Five point five percent) of annual audited gross revenue.
5.	Social Obligation Fund	1.0% (one percent) of annual audited gross revenue.

5.1.2 **License Renewal fee:** The Commission shall notify the applicant in writing of its decision of applicant's license renewal and ask for the payment of Tk. 10,00,000,00/- (ten crore) only in the form of pay order or draft issued from any scheduled bank of Bangladesh in favour of the Bangladesh Telecommunication Regulatory Commission as license renewal fee within 15 (fifteen) days of such notification.

5.1.3 **Annual License Fee:** The licensee, after the payment of license renewal fee shall pay annual license fee to the Commission for every year in advance a sum of Taka 5,00,00,000.00 (five crore only) in the form of pay order or draft issued from any scheduled bank of Bangladesh before the commencement of each year.

5.1.4 Revenue Sharing:

- (i) A sum equivalent to 5.5% (five point five percent) of the annual audited gross revenue of the Licensee shall be paid by the licensee to the Commission on a quarterly basis within the first 10 (ten) days at the end of each quarter in advance.
- (ii) A sum equivalent to 1.0% (one percent) of the annual audited gross revenue of the Licensee, shall be paid by the licensee to the Commission for Social Obligation Fund on a quarterly basis within the first 10(ten) days at the end of each quarter in advance.
- (iii) The above gross revenue sharing shall be paid on a quarterly basis within the first 10 (ten) days at the end of each quarter. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 (ninety) days of the financial year-end the Licensee. In the event of any overpayment by the Licensee, the Licensee may adjust any excess amount against quarterly payments with the approval of the Commission in the next year.

5.2 Revenue Sharing of International Phone Calls

5.2.1 For International incoming calls:

International incoming call termination rates shall be determined and reviewed from time to time by the Commission.



After deducting VAT (if applicable) the international incoming prevailing call termination rates in Bangladeshi Taka (BDT) shall be shared as per provisions of relevant Guidelines (e.g. IGW, ICX etc.) and/or as directed by the commission from time to time.

The licensee shall receive 20% of the prevailing incoming call rates from IGW(s).

5.2.2 For International outgoing calls:

These rates may be reviewed from time to time by the Commission. The licensee shall collect VAT (in BDT) in addition to Call Charges during international outgoing calls from the subscribers and shall pay VAT to the government.

The International call Charges shall be shared as per provisions of relevant Guidelines (e.g. IGW, ICX etc.) and/or as directed by the commission from time to time.

The revenue shall be calculated by the following formula:

“Z” Balance amount (in BDT) = “X” Call rate (in Taka) – “Y” specific settlement rate (in Taka) payable to overseas carriers.

The “Z” balance amount shall be shared among ANS, IGW, ICX and the Commission in the following proportion:

- (i) The Licensee shall keep 40% (forty percent) of “Z”;
- (ii) The Licensee shall pay 15% (fifteen percent) of “Z” to ICX(s);
- (iii) The Licensee shall pay “Y” specific settlement rate (in Taka) and 15% (fifteen percent) of “Z” to IGW;
- (iv) The Licensee shall pay 30% (thirty percent) of “Z” to the Commission.

5.2.3 Delay in Payment of Fees and Share of Revenues

The annual license fee, revenue sharing and revenue sharing of Social Obligation Fund as described in clause -7 of this guidelines shall have to be paid in due time. The due amount may be paid within 60 (sixty) days after the stipulated date by paying a late fee (additional) at the rate of 15% (fifteen percent) per annum as compensation to the Commission. If the amount is not paid within the 60 (sixty) days as stipulated, necessary actions shall be taken by the Commission as per the provisions of the license and the Act.

6. SPECTRUM FEES AND CHARGES

6.01 The Licensee shall have to obtain separate Radio Communications Equipment license for spectrum use from the Commission. For obtaining the License, the Licensee shall have to apply separately to the Commission along with necessary documents. Following non-refundable fees and charges (excluding VAT & Tax) for spectrum shall be applicable to the Licensees:

1.	Application Fee for Spectrum	Tk. 50,000/-
2.	Spectrum Assignment fees	Tk. 150 crore per MHz [For GSM 1800 MHz band] Tk. 150 crore per MHz [For GSM 900 MHz/EGSM band] Tk. 150 crore per MHz [For CDMA]



3.	Annual Spectrum Fees/Price for Access Frequency	As per the formula mentioned below [Clause 6.03]
4.	Annual Spectrum Fees/Price for Micro Wave Frequency	As per the formula mentioned below [Clause 6.03]

- (i) **Application Fee for Spectrum:** The Application fee for Spectrum shall be Taka 50,000/- (fifty thousand) only in the form of pay order/bank draft in favour of the Bangladesh Telecommunication Regulatory Commission.
- (ii) **Spectrum Assignment Fee:** The Spectrum assignment fees for Cellular Mobile Phone operator License will be Tk. 150 crore (one hundred and fifty crore) per MHz of GSM 1800MHz and EGSM band access frequency, Tk. 150 (one hundred and fifty) crore per MHz of GSM 900MHz band and Tk. 150 (one hundred and fifty) crore per MHz of CDMA 800MHz band access frequency. Market Competition Factors based on market share of the Cellular Mobile Phone operators, shall be applicable in determination of spectrum assignment fees. The above assignment fees shall be multiplied by the following Market Competition Factors and the total amount shall be applicable for the respective operators.

SL.	Operators	Market Competition Factor (MCF)
1.	GrameenPhone	1.48
2.	Orascom	1.06
3.	AXIATA	0.99
4.	PBTL	0.30

- (iii) The Commission will notify its decision in writing to the applicant, regarding the renewal of the applicant's Radio Communications Equipment license, for the payment of the above mentioned spectrum assignment fees in the form of pay order or bank draft issued from any scheduled bank of the Bangladesh in favour of the Bangladesh Telecommunication Regulatory Commission as per following schedule:

SL.	Payment Deadline (starting from the date of notification)	Portion of Demand Amount to be paid
1.	Within 15 (Fifteen) Days	49%
2.	Within 180 (One Hundred and Eighty) Days	17%
3.	Within 360 (Three hundred and Sixty) Days	17%
4.	Within 540 (Five Hundred and Forty) Days	17%

- (iv) **Annual Spectrum Fee:** The Licensee, after the payment of the spectrum assignment fee, shall pay annual spectrum fees for both Access and Micro Wave frequencies according to the formula as stated in Clause 6.03. The annual spectrum fees shall be paid on a quarterly basis within the first 10 days at the end of each quarter in advance. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if any underpaying found, the balance must be paid within 90 (ninety) days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may adjust any excess amount against quarterly payments with the approval of the Commission in the next year.



6.02 The annual spectrum fees and charges for access and microwave frequency as described in clause 6.03 shall have to be paid within the stipulated time. The due amount may be paid within 60 (sixty) days after the due date by paying late fee at the rate of 15% (fifteen percent) per annum as compensation to the Commission. If the amount is not paid within the 60 (sixty) days as stipulated, necessary actions shall be taken by the Commission as per the provisions of the license and the Act.

6.03 **Annual spectrum fees and charges**

(a) The spectrum charges (excluding VAT & Tax) shall be calculated using the following formula:

$$\text{Spectrum charges in Taka} = \text{STU} \times \text{CF} \times \text{BW} \times \text{AF} \times \text{BF}$$

Where, (i) STU = Spectrum Tariff Unit = Amount in Taka equivalent to USD 1.00 per MHz per Sq. Km. The amount shall be calculated as per the published selling rate of USD of Bangladesh Bank on the last working day of each quarter.

(ii) CF = Contribution Factor for Access Frequency has been fixed considering assignment of frequency, use of assigned frequency and subscriber base.

SL.	Subscriber base related to use of frequency (lower limit inclusive & upper limit exclusive)	CF
1.	Upto 2 million	0.7
2.	2 million to 5 million	1.2
3.	5 million to 10 million	1.7
4.	10 million to 15 million	2.2
5.	15 million to 20 million	2.7
6.	20 million to 25 million	3.2
7.	25 million to 30 million	3.7
8.	30 million to 35 million	4.2
9.	35 million to 40 million	4.7
10.	40 million to 45 million	5.2
11.	45 to 50 million	5.7
12.	50 million and above	6.0

(iii) CF = Contribution Factor for Microwave Frequency = 1

(iv) BW = Bandwidth Assigned for Access Frequency in MHz

(v) BW = Bandwidth occupied for Microwave Frequency in MHz

(vi) AF = Area Factor for Access Frequency = 1,47,570 Sq. km

(vii) AF = Area Factor for Microwave Frequency Point to Point link = $\text{Link Length}^2 \times 0.273$ (Minimum Distance for link length shall be considered from 10 km)

(viii) BF = Band Factor:

SL.	Band	BF
1.	VLF/LF/MF (3-3000 kHz)	1.00
2.	HF (3-30 MHz)	1.50
3.	VHF (30-300 MHz)	1.00
4.	UHF1 (300-806 MHz)	0.75



5.	UHF2 (806-2690MHz)	0.50
6.	SHF1 (2.69-16 GHz)	0.25
7.	SHF2 (16-31GHz)	0.15
8.	EHF1 (31-65 GHz)	0.10
9.	EHF2 (65-275 GHz)	0.05

(b) Short term charges for new microwave links depending on date of Installing will be applicable as follows:

SL.	Date of Installation	Percentage
1.	January-March	100%
2.	April-June	75%
3.	July-September	50%
4.	October-December	25%

7. QUALITY OF SERVICE OBLIGATION

- 7.01 The Commission intends to ensure that licensees shall provide an acceptable quality of service as per Directives/Regulation of the Commission. Each Licensee shall have the obligation to ensure the quality of service as stated in the Regulations/Directives/Instructions/Orders/Guidelines for QoS to be issued within the shortest possible time.
- 7.02 The Licensee shall ensure that voice and data traffic passes through its network with minimal interference and/or loss and without unauthorized access.
- 7.03 The Licensee shall achieve the QoS standards as set out by the Commission from time to time based on the recommendations/standards of International Telecommunication Union (ITU), other standard organizations, best practices and maintain records of the same. The Commission may inspect these records and the Licensee shall furnish certified copies of such reports to the Commission upon demand or at scheduled intervals.
- 7.04 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without prior notice and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission. The Licensee shall submit to the Commission monthly reports on its compliance with each of the QoS standards within the first five working days of each Gregorian calendar month, in such form as may be stipulated by the Commission.
- 7.05 If the Licensee fails to meet the QoS standards, the Commission may impose the penalties set out by the Commission from time to time.
- 7.06 Without reducing the QoS, the Licensees are encouraged to ensure spectral efficiency. The QoS shall be monitored by the Commission from time to time.
- 7.07 The Licensee may be allowed any exception beyond its reasonable control such as fire, flooding and industrial disputes, provided that it promptly notifies the Commission and/or where applicable the other Licensees, of the facts and circumstances giving rise to such inability to comply and takes any commercially reasonable action necessary to correct any fault or avoid any such circumstances so as to re-establish compliance with the QoS standards as soon as possible.



8. INTERCONNECTION

The licensee shall follow the provisions of the Act and the Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004 (BTRC Regulations No. 2 of 2004) for the matters related to interconnection.

9. STANDARD CONNECTIVITY

9.01 All International voice Calls will be routed (Terminated to and Originated from Bangladesh) through Interconnection Exchanges (ICXs) and International Gateways (IGWs). For International calls, provisions of applicable guidelines and directives of the commission have to be followed.

9.02 The licensee shall connect to IIGs to handle licensed international data traffic.

9.03 For any other type of connectivity the licensee is bound to obtain prior permission from the Commission.

10. INFRASTRUCTURE AND FACILITY SHARING

10.01 The Licensee shall follow the conditions of the Act, any Regulations/By-laws/Directives/Instructions/Permit/Guidelines/Orders/Circulars/Decisions etc. in case of infrastructure and facility sharing and such conditions as may be imposed by the Commission from time to time.

10.02 The Licensee shall comply with the relevant guidelines and directions and/or directives of the Commission on Infrastructure and facility sharing.

11. MOBILE NUMBER PORTABILITY

11.01 The Licensee shall implement number portability from commencement of service subject to BTRC's number portability requirements and charging principles. To provide flexibility to consumers, the licensee shall implement number portability, according to the Commission's requirements.

11.02 The Licensee shall comply, at its own cost, with any requirements and guidelines established by BTRC on number portability to be implemented by the Licensee.

11.03 The Licensee shall comply with BTRC's framework, arrangements and requirements in relation to number portability, including all relevant Codes of Practice, directions and notifications which BTRC may issue from time to time.

12. INTERNATIONAL MOBILE EQUIPMENT IDENTITY (IMEI) BARRING

12.01 The Licensee shall determine the most appropriate method of implementing International Mobile Equipment Identity (IMEI) barring system.

12.02 The Network and equipment of the Cellular Mobile Phone operators shall be compatible to IMEI barring. The decision of the Commission in this respect shall be binding to the Licensee.

13. MONITORING SYSTEM

13.01 The Licensee shall have the obligation to install SIM box detection mechanism and/or with the updated VoIP Monitoring and self protection system in their premises. The licensee shall connect online monitoring terminal to BTRC through which the Commission shall have access to the monitoring system. The Commission may inspect these systems at any time without giving any prior notice. The Commission may direct the Cellular Mobile Licensees



to submit the relevant information to the Commission from time to time. The decision of the Commission in this regard shall be binding to the Licensees.

- 13.02 The Licensee shall have the mechanism to prevent its subscribers from being engaged in illegal VoIP call termination and origination activities.

14. LI COMPLIANCE AND ONLINE MONITORING

- 14.01 The Licensee shall have to connect with the online and offline monitoring system to NMC/LEA and BTRC. The Cellular Mobile Licensees shall comply with the decision of the Commission/NMC/LEA for LI compliance.

- 14.02 Licensee shall provide an appropriate system to accumulate CDR/IPDR/PDR at NMC and the Commission. Duration of CDR/IPDR/PDR shall be decided by the Commission in consultation with NMC.

- 14.03 LI system shall be installed with proper redundancy at National Monitoring Center (NMC)/Law Enforcement Agency (LEA) including transmission media, other necessary hardware and software for on-line and off-line monitoring, of every exchange and subsequent maintenance (both local and foreign) to be done by the operator.

- 14.04 The licensee shall provide high capacity storage media, as per requirement, to store bulk intercepted products i.e call content etc at NMC/LEA premises.

- 14.05 The licensee shall have the obligation if so directed by the Commission/LEA/NMC, to identify immediately provide information to the Commission/LEA/NMC regarding the culprits and the persons who are threat to the national security. For this purpose the licensee must have the required technology in its systems.

15. MIGRATION FROM EXISTING TECHNOLOGY AND INTRODUCTION OF NEW TECHNOLOGY

The Licensee shall be required to take prior approval from the Commission to migrate from its existing technology and/or introduction of new technology where the assigned spectrum is not used for which it was intended for.

16. MOBILE VIRTUAL NETWORK OPERATOR (MVNO)

The concept of MVNO supports and encourages an open and competitive market in telecommunications. A detailed framework or guidelines for which will be prepared by the Commission within a short time. After issuing the said guidelines by the Commission, all Licensees will be permitted to support MVNO services.

17. UNIFIED LICENCE

The Commission has taken initiative to issue unified license procedure. The regulations and guidelines which will be approved by the Commission in this respect shall be binding to the existing Licensees. If the Licensee fails to comply with the decision of the Commission, the Commission reserves the right to take necessary steps according to Section 46 of the Act.

18. SIGNIFICANT MARKET POWER

- 18.01 It is well established that the success of market liberalization depends on the development of a fair competitive environment and a level playing field for all licensees, which is one of the broad objectives under Section 29 read with Section 30 of the Bangladesh Telecommunication Regulation Act, 2001. In this regard, Mobile and fixed line licensees who emerge with Significant Market Power (SMP) shall be prohibited from abusing their dominant position through anti-competitive conduct.



18.02 The Commission will issue Significant Market Power (SMP) Regulations and/or Guidelines. The conditions of the regulations and/or guidelines will be binding to all Cellular Mobile Licensees.

19. OPERATORS' CODE OF PRACTICE

According to the provisions of the Act, the Commission may formulate, approve and issue the Code of Practice for the various purposes, which will be binding on all the Cellular Mobile Phone Licensees.

20. CONSUMER PROTECTION

To ensure the consumers' protection is one of the obligations of the Commission under the Act. Any decision of the Commission in this respect shall be binding on all the Cellular Mobile Phone 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.

21. TECHNICAL AND FINANCIAL AUDIT

The Licensee shall be ready for annual technical and financial audit. The audit team authorized by the Commission shall have the right for auditing technical and financial position of any Licensee for any year. The Licensee shall comply and shall furnish all relevant information and documents as sought by the audit team.

22. EMPLOYMENT REGULATION OF THE COMPANY

22.01 The Licensees shall submit their HR/Employment Services Regulation which must be submitted to the Commission within 6(six) months of the License renewal. The Commission may seek information from time to time and give instructions in this regard which shall be binding to the licensee.

22.02 (a) No Licensee shall employ more than 1% (one percent) of Foreign Nationals as its employee.

(b) The licensee shall appoint at least 50% (fifty percent) of each of the top two tier management posts from the Bangladeshi nationals. This provision may be relaxed by the commission for a particular operator and for a specified period of time.

23. SOCIAL OBLIGATION FUND

The Licensee shall have obligation to contribute in social obligation fund as decided by the Commission according to the Act. The social obligation fund will be operated as per the provisions of the Act.

24. RESPONSE TO EMERGENCY CALL

The Commission reserves the right to declare Emergency/Toll free number. The Licensee shall have to response and connect with Emergency/Toll free number by which any one may call with free of cost.



25. CORPORATE SOCIAL RESPONSIBILITIES (CSR)

The commission encourages the Licensees to carryout Corporate Social Responsibilities. The licensees shall inform the commission regarding their activities after every 6 (six) Months.

26. EMERGENCY CRISIS MANAGEMENT

- 26.01 The Licensee shall have an organized emergency crisis management team to take necessary action(s) to save telecom and other related infrastructure.
- 26.02 The Licensee shall as soon as possible provide the information of emergency crisis management team and other relevant preparations for saving the system from disaster.
- 26.03 The Licensee shall as soon as possible provide the information of preparation to restore their system that sustained losses from disaster.
- 26.04 The Licensee shall have obligation to send/transmit early warning message as soon as possible to its subscribers of the relevant disastrous/crisis areas as directed by the Commission.
- 26.05 The Commission may direct the licensee from time to time regarding emergency crisis management.

27. STANDARD CONTRACT

- 27.01 The Licensee shall prepare a standard contract of service for use with its customers. The Licensee shall file the standard contract, and amendments thereto from time to time, with the Commission for its approval.
- 27.02 The standard contract, as approved by the Commission, shall apply to all customers that obtain Mobile communications services from the Licensee.

28. REGISTRATION OF SUBSCRIBER

- 28.01 Proper registration of subscriber is most essential for the National Security, control of law and order. The Licensee shall be liable for registration of all subscribers in a proper way as decided by the Commission from time to time. The Commission reserves the right to take necessary actions according to the section 46 and 63 of the Act for non-compliance of this condition may impose fine for non-compliance of the condition.
- 28.02 The Licensee shall be responsible if it fails to adopt appropriate measures for mandatory SIM/RUIM/Service Connection Registration and for prevention of false SIM/RUIM/Service Connection registration as directed by the commission from time to time.

29. HEALTH AND ENVIRONMENTAL CONCERN

- 29.01 The Licensee shall ensure the use of energy efficient, environmental friendly network equipments (Green Telecom) and also ensure proper safety for health hazard issues near their BTS and other locations of Installations.
- 29.02 The Licensee shall ensure the use of green technology (in terms of renewable energy, low power consumption etc.) in at least 5% (five percent) of its Access Nodes (e.g. BTS) within 5 (five) years and at least 10% (ten percent) of the same within 10 (ten) years after the date of renewal of the license.



29.03 The Licensee shall have obligation to stop all types of radiation which are harmful to the environment and public health.

30. INITIAL PUBLIC OFFER

30.01 Each Licensee shall 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.

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

31. COVERAGE, ROLL OUT AND UNIVERSAL SERVICE OBLIGATIONS

31.01 The Licensee shall undertake to achieve the targets of the Rollout Plan and any other plan for providing Cellular Mobile Phone Services to the subscribers of both the urban and rural areas equally.

31.02 The Licensee shall comply with the following terms and conditions for the distribution of prepaid cards for sale to end user subscribers. The Licensee shall:

- (i) maintain a register of all its distributors/retailers and purchasers of prepaid cards with their address and oblige its distributors/retailers to maintain a similar register for end user sales; and
- (ii) supervise and control the allocation of prepaid cards to distributors/retailers based on actual sales and activation of cards.

The Commission may inspect and/or obtain copies of the Licensee register at any time upon the provision of reasonable advance notice.

31.03 The Licensee shall make all efforts to fulfill its commitment relating to Network Rollout and coverage in terms of providing active subscriber connection as per its plan submitted to the Commission in its application for this renewed License.

32. CALL BLOCKING

Intentional blocking of calls of other networks to the network of the Operator is prohibited. Such an act is prejudicial to the smooth and efficient Phone service and system affecting the interest of the consumer in the ultimate analysis. Such intentional blocking of calls to other operators networks shall be treated as malfunction and the Commission shall have the right to interfere and issue directives to the Licensee to stop such practice. For the failure to comply with directions the Licensee shall be liable to punitive actions such as fine, suspension or cancellation of License, as the case may be, depending upon the facts and circumstances of each and individual case.

33. NUMBERING AND SIGNALING POINT CODE

33.01 The Licensee shall comply with the national numbering plan and allocation and assignment of numbers issued by the Commission.

33.02 The Licensee shall get the allocation of signaling point codes for its exchanges where SS7 signaling code will be used.



34. NETWORK DESIGN, INTEROPERABILITY AND PUBLIC WORKS

- 34.01 The Licensee shall design and maintain its cellular mobile telecommunication network(s) in accordance with any directions given by the Commission and shall comply with interoperability and other technical standards issued by the Commission.
- 34.02 The Licensee shall not connect to the Systems, any equipment or system that does not comply with the national standards for telecommunication apparatus set by the Commission.
- 34.03 The Licensee shall inform the Commission of the network routing used and system followed for the transmission and reception of messages, signals and other information into and out of its Systems.
- 34.04 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.
- 34.05 The Licensee shall undertake and complete all installation and maintenance work diligently and without delay while at all times observing the need for public health and safety in compliance with local laws and regulations. The Licensee shall at a minimum fence up the site, install warning lighting at night and restore to the original condition immediately.
- 34.06 If third party owned or licensed property is affected as a result of the installation and/or maintenance work, the Licensee shall seek the applicable third party's consent prior to displacing or interfering with telecommunication lines, gas or water pipes, drains or sewers, or tubes, casing, duct, wires or cables or other third party property or equipment.
- 34.07 The Licensee shall be solely liable for any losses, damage, claims, costs or expenses caused, arising from or in connection with any installation and/or maintenance work in public areas.

35. 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.

36. TARIFF AND CHARGE

- 36.01 The Licensee shall before providing any Service, submit to the Commission in writing:
- (i) 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
 - (ii) 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.
- 36.02 The Licensee shall not start providing any Service before obtaining the written approval of the Commission for its tariff and shall comply with any conditions imposed by the Commission.

- 36.03 The Licensee shall obtain the written approval of the Commission before making any changes to the approved tariff charges.
- 36.04 The Commission shall have the right to determine the tariff, call charges, etc. in the manner as contemplated under section 48 of the Act as and when necessary.

37. BILLING AND METERING

- 37.01 The Licensee shall provide to the subscribers a clear and concise statement of charges timely and regular basis. This statement shall reflect the prices, terms and conditions for any applicable price or service plans which the subscriber has subscribed to and the due date of payment before late charges are incurred. The Licensee shall not bill its subscriber(s) for any charges which it has not disclosed to the subscriber(s) in its published tariff and/or terms and conditions, or for mobile telecommunications services that have not been sought for by the subscribers.
- 37.02 The Licensee shall take all reasonable steps to ensure that its billing systems and any metering equipment used in connection with the Service are reliable and accurate and capable of providing subscribers with itemized billing if so requested.
- 37.03 The Licensee shall keep records of metering equipment used in such form as may be specified by the Commission and shall supply such records as and when called for by the Commission.

38. SUBSCRIBER CONFIDENTIALITY

- 38.01 The Licensee shall maintain confidentiality in respect of all information provided by the subscriber except disclosure in the following situations
- (i) 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,
 - (ii) 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, and
 - (iii) where disclosure is ordered by a court of competent jurisdiction or so provided by law.
- 38.02 Further, the Licensee may only use any information provided by a subscriber for the following purposes:
- (i) internal planning, provisioning and billing for Services,
 - (ii) facilitating interconnection and inter-operability between Licensee,
 - (iii) other purposes approved by the Commission; and providing assistance to national security agencies and law enforcement agencies as specified by law.

39. DIRECTORY INFORMATION, OPERATOR ASSISTANCE AND EMERGENCY CALL SERVICES

- 39.01 The Licensee shall provide 24 hour operator assistance services to its subscribers. The Licensee shall exchange relevant subscriber data with other Licensees without charge and maintain an integrated customer/subscriber information database for the purposes of providing directory information and inquiry services to its subscribers or to any person who so requests at a fair and reasonable charge.



- 39.02 The Licensee shall provide directories for its subscribers or to any person who so requests at a fair and reasonable charge and on a regular basis.
- 39.03 The Licensee shall ensure that any person connected through customer premises equipment and through public payphones owned or operated by the Licensee, may on a 24 hour basis and without charge, contact emergency services including but not limited to (a) the Police Services, (b) Fire Fighting Services, (c) Ambulance or Emergency Hospital Services and (d) Any other national agencies as directed by the Commission.

40. RESPONSE TO EMERGENCY CALL

The Commission reserves the right to declare Emergency/Toll free number. The Licensee shall have to response and connect with Emergency/Toll free number by which any one may call with free of cost.

41. NATIONAL EMERGENCIES

- 41.01 The Licensee shall facilitate and cooperate with all relevant government bodies, departments and official agencies for the provision of the Services in the event of national emergencies or in matters relating to national security.
- 41.02 In the event of any war or war situation, internal national disorder (including strikes/hartals), urgent state affairs or situations demanding national security, the Government may use equipment and the Systems used by the Licensee for its network.
- 41.03 In case of national emergency, declared by the President, the Government may suspend any particular activity of or a particular service provided by the Licensee. For public interest, the Government may take over the possession of the Licensee's installations along with its employees to operate the Systems during the period of such emergency.

42. COMPLAINTS AND CONSUMER PROTECTION

- 42.01 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.
- 42.02 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 and complaints, the provision of fault repair services and all other relevant information relating to the provision of the Services and other telecommunications equipment.
- 42.03 The Licensee shall inform subscribers of all its obligations under this License and in particular highlight to its subscribers the Licensee's obligations of confidentiality and specific use of information in accordance with Clause – 38 of this license .
- 42.04 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 this License.
- 42.05 The Licensee shall submit to the Commission and make publicly available at the end of the licensee's financial year or upon demand 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.



- 42.06 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.
- 42.07 The Licensee shall promptly attend the complaints of the subscriber and shall maintain records of complaints and their resolution and shall make those available for inspection by the Commission as and when necessary.
- 42.08 The Licensee shall build up a management information system for customer services and subscriber premise equipment.
- 42.09 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.

43. DISPUTE RESOLUTION

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

44. ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION AND DISCRIMINATION

44.01 **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, the following:

engaging in predatory price cutting which may be implied where:

- (i) a service is priced at less than marginal costs for 2 (two) consecutive months;
- (ii) such costs are likely to price competition out of the market or deter competitors from entering the market;
- (iii) the Licensee is able to recoup the full amount of the loss incurred during the period of price cutting,
- (iv) engaging in cross subsidizing where the revenues for a service is used to unfairly cross subsidize the price of other services or equipment;
- (v) 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;
- (vi) entering into exclusive arrangements which deny competitors access to services or equipment.

44.02 **Unfair Competition:** The Licensee, on his 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:



- (i) 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;
- (ii) degrading the availability or quality of a Licensee or competitor's services or systems or unfairly raising their business, operational or technical costs;
- (iii) unlawfully interfering with the suppliers or subscribers of the Licensee or its competitors; or
- (iv) providing false or misleading information to other Licensees or competitors or to any third party.

44.03 Discrimination:

- (i) The Licensee shall not discriminate or create any inconvenience to any person, group or class of persons, nor shall it give any unfair or unreasonable preference to itself or any other person in, amongst other things, the performance, price, terms and conditions of the Services provided.
- (ii) The Licensee shall provide the Services to any individual in Bangladesh including customers located in rural areas without any discrimination, and also to any particular location as directed by the Commission in writing.

45. ACCOUNTS

45.01 The Licensee shall maintain separate accounts and other records, in accordance with acceptable accounting practices. The Licensee shall at all times, maintain full and accurate books of accounts and other records reflecting all financial matters, in accordance with the sound and acceptable accounting practices. The Commission reserves the right to issue accounting guidelines to the Licensee from time to time.

45.02 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.

45.03 The Licensee shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues. The Commission shall have the access to computerized accounting system of the licensee as and when deemed necessary by the Commission.

45.04 All financial transactions (in local and foreign currency) in relation to the License must be through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972. The Licensee shall inform the Commission of the details of the accounts in operation. The Licensee shall have to submit monthly statement of all the accounts to the Commission within 10th day of the following Gregorian calendar month.

46. INFORMATION AND INSPECTION

46.01 The Commission or its authorized representatives shall have the right to enter and inspect the offices, places and premises where the Licensee has installed the Systems. The Licensee shall provide all information as may be required by the Commission and provide demonstration of the Services and the Systems if so deemed necessary.

46.02 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the Licensee's business for the purpose of enabling the Commission to perform its functions under the Act and provisions of the License. The Licensee shall promptly deliver any information or documents to the Commission upon request.



46.03 The Commission may appoint or engage its representatives to conduct surveys or to generate reports or studies for various matters including Quality of Service (QoS), and the Licensee shall provide all persons so authorized by the Commission with reasonable assistance as well as access to any information or document.

47. REPORTS

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

47.02 The Licensee shall publish Annual Report within 6 (six) months of the end of each financial year. The Commission may, from time to time, issue guidelines for the purpose, which will be obligatory on the Licensee to follow. In addition, the Licensee shall submit to the Commission at least 3 (three) copies of the audited financial report that will contain its balance sheet, profit and loss account, cash flow statements, network expansion, position of different services provided offered to the subscribers, number of subscribers connected or waiting for connection etc.

48. AMENDMENTS

The Government/Commission has the right in its sole discretion to change annual license fee, and charges, amend, vary or revoke any of the terms in the License upon notice to the Licensee informing the reasons for the proposed change. The Licensee may submit a reply within 15 (fifteen) days of the date of the notice. If no reply is received within the 15 (fifteen) days' period, the amendments shall take effect on the 16th day after the date of the notice. If a reply is received, the Commission shall consider the reply and notify the Licensee within 30 (thirty) days of the reply of its decision to either (a) rescind the amendments or (b) modify the amendments or proceed with the proposed amendments, in which case the amendments shall take effect on the 15th day after the date of the Commission's second notice. The Licensee shall comply with all new terms and conditions issued by the Commission.

49. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

49.01 By any means the license shall not be assigned or pledged as security when taking loans. The Licensee shall take prior permission from the Commission for taking loan and furnish loan related information to the commission as and when asked for it.

49.02 This License and any right accrued hereunder shall not be transferred without the permission of the Commission, wholly or partly, and as such transfer, if any shall be void.

49.03 The Licensee shall not subcontract out any part of the Services or the System without prior written permission of the Commission. The Licensee may appoint agents or independent contractors or sub-contractors to carry out works or provide services which enable the Licensee to discharge its duties and obligations under this License provided always 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.



50. SUSPENSION, CANCELLATION AND FINES

- 50.01 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 and/or impose fine as mentioned in Section-46(3) of the Act.
- 50.02 The Commission may also impose fine under Section 63(3) and Section 64(3) of the Act for any violation of any condition of this License.
- 50.03 The Commission may cancel the License and the Licensee shall be liable for action as per Bangladesh Telecommunication Regulation Act, 2001 on the following grounds including but not limited to –
- (i) that any information furnished in the Application form for obtaining the Renewal License is found incorrect/false,
 - (ii) that the Applicant obtain the renewal license hiding the information as mentioned in the guidelines and the Act,
 - (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the Cellular Mobile Telecom License,
 - (iv) that the licensee has failed to adopt appropriate measures for mandatory SIM/RUIM/Service Connection Registration and for prevention of false SIM/RUIM/Service Connection registration as directed by the commission from time to time,
 - (v) that the Licensee is involved with illegal call termination and failed to adopt appropriate measures as per direction of the commission in this regard,
 - (vi) that the licensee has failed to follow the directions of the Commission to prevent its subscriber from illegal call origination and termination activities.
 - (vii) that the licensee has transferred any share or issued of new shares without prior written permission of the Commission,
 - (viii) 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,
 - (ix) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee,
 - (x) that the licensee fails to maintain authenticated registration database of subscribers; or hides any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission as per service obligations; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities,
 - (xi) that the Licensee violates or purports to violate any terms and/or conditions under these Guidelines/Any Regulations/Bye-laws/Directives/Instructions/ Orders/ Circulars/Decisions etc. of the Commission.
 - (xii) that the licensee violates any conditions of the Radio Communications Equipment License.



51. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

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

52. MISCELLANEOUS

- 52.01 The Licensee shall comply with all the terms and conditions of this License, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 and Any Rules/ Regulations/ Policies/ Bye-laws/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/Decisions etc. issued by the Commission from time to time, and any other Act that may come into force in future.
- 52.02 The Licensee shall observe the requirements of any applicable international conventions on telecommunications to the extent that such a convention imposes obligations on Bangladesh unless expressly exempted by the Commission.
- 52.03 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 Licensee, its employees, agents or authorized representatives.
- 52.04 All correspondence from the Commission shall be in writing and shall be sent to the Licensee's official place of business.
- 52.05 All directions issued by the Commission shall remain private and confidential and the Licensee shall not disclose the same unless with the prior approval of the Commission.
- 52.06 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.
- 52.07 Unless otherwise stated –
- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
 - (ii) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
 - (iii) any expression in masculine gender shall denote both genders;
 - (iv) any reference in this License to a person shall be deemed to include natural and legal persons;



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

52.08 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.

52.09 The Guidelines for “Cellular Mobile Phone Operator Regulatory and Licensing Guidelines, 2011” for establishing, operating and maintaining cellular mobile phone systems & services in Bangladesh (No. BTRC/LL/Mobile/License Renewal(342)/2009-563, Date: 11-09-2011) shall form an integral part of the License and vice-versa.

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

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

Signed on thisday of, 2011
for and on behalf of the
Bangladesh Telecommunication Regulatory Commission

Deputy Director
Legal and Licensing Division
BTRC



SCHEDULE-1

INTERPRETATIONS, DEFINITIONS AND ABBREVIATIONS

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

1. “**Access Network Service Operators (ANS Operators)**” means the PSTN Operators, Cellular Mobile Phone Operators, Cable Service Provider, Internet Service Providers, Broadband Wireless Access Operators and IPTSPs who have a direct access with the subscribers.
2. “**Act**” means the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001).
3. “**Application form**” means a form prescribed for applying for renewal of Cellular Mobile Phone Operator License as annexed in Appendix-1.
4. “**Applicable System**” means all the necessary engineering systems and equipment to provide cellular mobile Phone service as per technical, operational and qualitative requirements.
5. “**Application form**” means a form prescribed for applying for renewal of the license for the operation of Cellular Mobile Phone Services.
6. “**Broadband Wireless Access (BWA)**” means high speed mobile wireless internet access and the subscribers will be allowed to use their equipment as fixed, nomadic or mobile.
7. “**Commission**” means the Bangladesh Telecommunication Regulatory Commission (BTRC) established under the Bangladesh Telecommunication Regulation Act, 2001.
8. “**Call Detail Record (CDR)**” is generated by all types of switch and HUB in the form of binary or any other form of file that includes all types of records of outgoing and incoming calls such as caller and called party number, origin and destination of calls, call duration, calling time, location, etc.
9. “**CDMA**” means Code Division Multiple Access which including Cellular Mobile Standard Operating CDMA Cellular Mobile Phone service or for operating or maintaining such system or service or for using radio apparatus.
10. “**Government**” means the Government of the People’s Republic of Bangladesh.
11. “**GSM**” means Global System for Mobile Communication which includes cellular mobile standard operating GSM cellular Mobile Phone service or for operating or maintaining such system or service or for using radio apparatus.
12. “**Interconnection**” means the visible or invisible or physical or logical linking of more than one telecommunication network in order to enable the users of one network to communicate among themselves or to communicate with the users of another network or to avail themselves of the service of the other network.



13. **“Interconnection Exchange (ICX)”** refers to switching system which provides interconnections among the existing/future telecommunication network of the operators and allows monitoring, Lawful Interception (LI) facilities and roaming number portability.
14. **“International Gateways (IGWs)”** are switching systems through which international voice traffic (VoIP and Clear Channel) is sent and received. IGW allows physical monitoring of the traffic flow.
15. **“International Internet Gateway (IIGs)”** are switching systems through which International Internet traffic is sent and received. IIG allows physical monitoring of the internet/traffic flow.
16. **“ITU”** means International Telecommunication Union.
17. **“Infrastructure”** means All telecom related equipment (Hardware and Software) including GSM/CDMA Cellular Mobile equipment
18. **“Licensee/operator”** means cellular mobile Phone operator.
19. **“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 GSM/CDMA Cellular Mobile systems and services.
20. **“Licensee”** means the holder of this License i.e. the person titled asto whom the Commission has issued this License.
21. **“Number Portability”** is the term used to describe capability of individuals, business and organizations to retain their existing telephone number(s) and the same quality of service when switched to another local service provider.
22. **“Operator”** means an organization or a person licensed for establishing or operating a Cellular Mobile Phone Systems and providing Cellular Mobile Phone Services or operating a system which is the combination or more than one of those facilities.
23. **“Packet Switching”** is a method to move data around on the Internet. In packet switching, the data is broken up into chunks, attached with address and allows many people to use same line at the same time.
24. **“PSTN”** means Public Switched Telephone Network licensed by the Commission.
25. **“Quality of Service (QoS)”** is evaluated on the basis of measures on the grade of service, calls lost due to wrong processing, bit error rate, response time, acceptable number of faults per unit subscribers served, and Mean Time To Restore (MTTR), faults carried over beyond the MTTR, etc.
26. **“Quarter”** means a period of three months of the Gregorian calendar year.
27. **“Regulation”** means, regulations made or will be made in the future by the Commission under the Act.
28. **“Subscriber”** means any person or legal entity that avails the service from the Licensee/operator.
29. **“SS7”** means signalling system number 7 which is an ITU-T common channel signalling protocol.



30. **“Systems”** means cellular mobile phone systems, for which the Licensee/operator is granted a License to establish, operate and maintain such system.
31. **“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.
32. **“Telecommunication Service”** means telecommunications services defined under section 2(15) of Bangladesh Telecommunication Regulation Act, 2001.
33. **“Telecommunication System”** means Telecommunications System defined under section 2(13) of Bangladesh Telecommunication Regulation Act, 2001.
34. **“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 messages shall be transmitted, deposits, installation fees, rentals, free calls, usages charges and any other related fees or service charge.
35. **“Virtual Private Network (VPN)”** usually refers to a network in which some of the parts are connected using the public internet but the data sent across the internet is encrypted, so the entire network is “Virtually Private”.

36. **Abbreviations**

36.01	ANS	-	Access Network Services.
36.02	AF-		Area Factor for Access Frequency
36.03	BHCA	-	Busy Hour Call Attempts
36.04	BNS	-	Backbone Network Service.
36.05	BPO	-	Business Process Outsourcing.
36.06	BWA	-	Broadband Wireless Access
36.07	BTS	-	Base Transceiver Station
36.08	BF	-	Band Factor
36.09	BW	-	Bandwidth
36.10	BSC	-	Base Station Controller
36.11	CCS7	-	Common Channel Signalling No. 7
36.12	CDMA-		Code Division Multiple Access
36.13	CDR	-	Call Detail Record.
36.14	CSR	-	Corporate Social Responsibilities
36.15	CEO	-	Chief Executive Officer
36.16	CF	-	Contribution Factor for Access Frequency
36.17	THE COMMISSION-Bangladesh Telecommunication Regulatory Commission (BTRC).		
36.18	DDF	-	Digital Distribution Frame
36.19	EDGE	-	Enhanced Data-Rates fro GSM Evolution.
36.20	ENUM-		tElephone NUmber Mapping.
36.21	ETSI-ES	-	European Telecommunications Standard Institute- European Standard
36.22	EHF	-	Extra High Frequency
36.23	EMS	-	Extended Message Service
36.24	GHz	-	Gigahertz
36.25	GPRS	-	General Packet Radio Service
36.26	GSM	-	Global System for Mobile



36.27	HF	-	High Frequency
36.28	ICX	-	Interconnection Exchange.
36.29	IEC	-	International Electro technical Commission
36.30	IETF	-	Internet Engineering Task Force
36.31	IGW	-	International Gateways.
36.32	ILDTS-		International Long Distance Telecommunication Services.
36.33	IP	-	Internet Protocol.
36.34	IPO	-	Initial Public Offer.
36.35	ISO	-	International Organization for Standardization
36.36	ISP	-	Internet Service Provider.
36.37	IX	-	Internet Exchange.
36.38	ICT	-	Information and Communication Technology
36.39	I TU	-	International Telecommunication Union
36.40	ID	-	Identification
36.41	IMEI	-	International Mobile Equipment Identity
36.42	IPR	-	Intellectual Property Rights
36.43	IPO	-	Initial Public Offer
36.44	Kbps	-	kilo bits per second
36.45	KHz	-	Kilohertz
36.46	Km	-	Kilo meter
36.47	LEA	-	Law Enforcing Agencies
36.48	LI	-	Lawful Interception.
36.49	L AN	-	Local Area Network
36.50	LF	-	Low Frequency
36.51	MoPT	-	Ministry of Post and Telecommunication
36.52	MHz	-	Megahertz
36.53	MF	-	Medium Frequency
36.54	MNO	-	Mobile Network Operator
36.55	MD	-	Managing Director
36.56	MVNO-		Mobile Virtual Network Operator
36.57	MSC	-	Main Switching Centre
36.58	NGN	-	Next Generation Network.
36.59	NMC	-	National Monitoring Centre
36.60	OMC	-	Operation and Maintenance Centre
36.61	POP	-	Point of Presence.
36.62	POI	-	Point of Interconnection.
36.63	PLMN-		Public Land Mobile Network.
36.64	PSTN	-	Public Switched Telephone Network.
36.65	QoS	-	Quality of Service.
36.66	RIO	-	Reference Interconnection Offer
36.67	RUIM	-	Removable User Identity Module
36.68	SIP	-	Session Initiation Protocol.
36.69	SLA	-	Service Level Agreement
36.70	STM-x-		Synchronous Transfer Mode (Fibre Channel Card)
36.71	STU	-	Spectrum Tariff Unit
36.72	SIM	-	Subscriber Identity Module
36.73	SMP	-	Significant Market Power
36.74	SMS	-	Short Message Service
36.75	SHF	-	Super High Frequency
36.76	UHF	-	Ultra High Frequency



36.77	VAT	-	Value Added Tax
36.78	VLF	-	Very Low Frequency
36.79	VHF	-	Very High Frequency
36.80	VMS	-	Voice Message Service
36.81	VoIP	-	Voice over Internet Protocol.
36.82	VSAT	-	Very Small Aperture Terminal.
36.83	2G	-	2 nd Generation Mobile Services
36.84	3G/4G	-	3 rd /4 th Generation Mobile Services



APPENDIX-4

[Generic Form of Renewed Radio Communications Equipment License]



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

**RENEWAL
OF
RADIO COMMUNICATIONS EQUIPMENT LICENSE**

ISSUED

TO

.....

UNDER

THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001

ON THE

..... DAY OF2011



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

**RENEWAL
OF
RADIO COMMUNICATIONS EQUIPMENT LICENSE**

LICENSE NO: **DATE :**

In Exercise of the Powers under section 55 of the
Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001)

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

is pleased to grant this license in favour of

.....
represented by its CHAIRMAN/MD/CEO having registered office at

.....
as a
RADIO COMMUNICATIONS EQUIPMENT LICENSEE
in Bangladesh

whereby it is authorized
to establish, maintain and operate the Cellular Mobile Phone Systems and to provide services as
specified in this license

ON NON-EXCLUSIVE BASIS

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

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

No. BTRC/.....

Date: - -2011

**RENEWAL
OF
RADIO COMMUNICATIONS EQUIPMENT LICENSE**
(Issued under section 55 of Bangladesh Telecommunication Regulation Act, 2001)

Whereas in pursuance to the Cellular Mobile Phone Operator Regulatory and Licensing Guidelines, 2011 (No. BTRC/LL/Mobile/License Renewal(342)/2009-563, Date: 11-09-2011) for renewal of existing Licensees, Bangladesh Telecommunication Regulatory Commission (the Commission) require to issue license to the existing Operators, for establishing, operating and maintaining Cellular Mobile Phone Systems & Services in Bangladesh.

And whereas by application dated, the Chairman/CEO/MD/CTO has prayed for a License to operate Radio Communications Equipment, in continuation of its previous license to operate Radio Communications Equipment.

And whereas the Commission upon consideration of the application has decided to grant/award such License to the applicant.

Now, therefore, in exercise of the powers under section 55 of the Bangladesh Telecommunication Regulation Act, 2001 Bangladesh Telecommunication Regulatory Commission is pleased to grant -

LICENSE

To

..... represented by its Chairman/CEO/MD/CTO having its registered office at, to Operate Radio Communications Equipment for establishing, operating and maintaining the Cellular Mobile Telecommunication network throughout Bangladesh and provide Cellular Mobile Phone Services to subscribers, subject to the terms and conditions laid down hereinafter.

1. DURATION OF LICENSE

The duration of the renewed Licenses, shall initially be for a term of 15 (fifteen) years. Upon expiry of the 1st renewal term, the License may be renewed for subsequent terms, each of 5 (five) years in duration subject to the approval from the Commission, payment of necessary fees and charges, and to such terms & conditions, as may be specified herein and/or by the Government under the Act in the time of each renewal.

2. FEES AND CHARGES

The Licensee shall pay to the Commission fees and charges of spectrum as mentioned in clause-6 of the Cellular Mobile Phone Operators' License (License No.:....., date.....).

3. ASSIGNMENT OF SPECTRUM

3.01 Access Frequency:

3.02 Microwave Frequency:

4. OTHER CONDITIONS

4.01 The frequencies assigned under this license, will be withdrawn by the Commission, if not used within a specified period.

4.02 This Licence is subject to yearly endorsement, payment of necessary fees and charges, and furnishing of necessary documents in a timely manner.

4.03 The annual spectrum fee shall have to be paid within due time. The amount due may be paid till 60 (sixty) days after the due date by paying late fee at the rate of 15% (fifteen percent) per annum as compensation to the Commission. If the amount is not paid within the 60 (sixty) days as stipulated, necessary actions shall be taken by the Commission as per the Bangladesh Telecommunication Regulation Act, 2001.

4.04 The Licensee is required to inform the Commission when any links have been commissioned by the licensee.

4.05 Assigned frequency and radio equipment or any right therewith are not transferable wholly or partly, 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. Any such charge, transfer, hypothecation, pledge or encumbrance of these equipments 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 expiration of this license.

4.06 Only equipment models or types approved by the Commission shall be used in licensed radio communications networks and systems. Where an equipment model or type has not been approved, clearance for the use of such equipment must be obtained from the Commission.

4.07 All synthesised equipment shall be programmed by the manufacturer on the assigned frequencies prior to commissioning.

4.08 ITU-R recommendations shall generally apply to the use of radio communications equipment.



- 4.09 If interference or other problems result from the operation of a licensed station the Commission reserves the right to withdraw the licence and require the station to cease operations.
- 4.10 The Licensee shall inform the Commission, in writing, regarding any problems arising from the use of assigned frequencies.
- 4.11 The Licensee shall require to co-ordinate the use of assigned frequencies with other spectrum licensee / users, if necessary.
- 4.12 Clearance Certificate from appropriate authority will be required if antenna height is more than the allowable limit as declared by any competent authority.
- 4.13 The coverage area of any station shall not exceed the licensed geographical area for which necessary payments are to be made to the Commission.
- 4.14 Frequencies may be reused subject to any conditions in other clauses dealing with notification and co-ordination.
- 4.15 The assigned frequency shall be cancelled, if it is not used within 01 (One) year from the date of assignment.
- 4.16 The licensee will be allowed to provide services with this spectrum according to the conditions of the Cellular Mobile Phone Operator License.
- 4.17 The Commission reserves the right to make any rearrangement in the assignment within the band if required in future and the equipment shall have the provision to readjust according to that rearrangement.
- 4.18 The Commission reserves the right to make any change in the charges or levies from time to time and the Licensee shall abide by the decision of the Commission.
- 4.19 The licensee shall not import/purchase any Telecommunication/Radio equipment for its network without taking prior permission from the Commission.
- 4.20 The Licensee must take prior permission from the Commission before installing BTS within 8 km inside from the international border.
- 4.21 The Radio equipment and Spurious Emission must conform to ITU recommendation.
- 4.22 The Commission reserves the right to cancel the assignment of the frequency, wholly or partly, for the reasons of National Security or National Interest or any other reasons whatsoever as the Commission deems fit and proper.
- 4.23 Out of the assigned frequency band transmission is strictly restricted to avoid interference and the Licensee shall ensure it.
- 4.24 The Commission reserves the right to inspect the telecommunication installations without prior notice.
- 4.25 The Licensee shall abide by all the terms and conditions as mentioned in the Cellular Mobile Phone operator License.
- 4.26 The Licensee shall keep the necessary guardband between the operators with mutual understanding basis among the operators.
- 4.27 Commission reserves exclusive right and authority to explain or interpret any provision of this License, if any confusion arises regarding the actual sense or interpret any provision of this License, if any confusion arises regarding the actual sense or import of any provision of this License. The explanation of the Commission shall be final and binding on the Licensee.



- 4.28 Cancellation of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under law or this License.
- 4.29 The Licensee shall comply with all terms and conditions of this License, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 and any applicable subsidiary legislation, Government policies, guidelines, Any Bye-laws, Directives, Instructions, Orders, Circulars, Decisions etc. issued by the Commission from time to time.
- 4.30 Violation of any of the conditions of the License shall render the License to be cancelled.
- 4.31 The Commission may, in any of the events specified in Section-55 of the Act, suspend or cancel all or any part of the License issued under these Guidelines and/or imposes fine as mentioned in the Act.
- 4.32 The Commission may cancel the License and the Licensee shall be liable for action as per Bangladesh Telecommunication Regulation Act, 2001 on the following grounds including but not limited to –
- (i) that any information furnished in the Application form for obtaining the Renewal License is found incorrect/false,
 - (ii) that the Applicant obtain the renewal license hiding the information as mentioned in the guidelines and the Act,
 - (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the Cellular Mobile Phone Operator License,
 - (iv) that the licensee has failed to adopt appropriate measures for mandatory SIM/RUIM/Service Connection Registration and for prevention of false SIM/RUIM/Service Connection registration as directed by the commission from time to time,
 - (v) that the Licensee is involved with illegal call termination and failed to adopt appropriate measures as per direction of the commission in this regard,
 - (vi) that the licensee has failed to follow the directions of the Commission to prevent its subscriber from illegal call origination and termination activities.
 - (vii) that the licensee has transferred any share or issued of new shares without prior written permission of the Commission,
 - (viii) 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,
 - (ix) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee,
 - (x) that the licensee fails to maintain authenticated registration database of subscribers; or hides any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission as per service obligations; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities,



- (xi) that the Licensee violates or purports to violate any terms and/or conditions under these Guidelines/ Any Regulations/Bye-laws/ Directives/ Instructions/ Orders/ Circulars/ Decisions etc.
- (xii) that the licensee violates any conditions of the Cellular Mobile Phone Operator License.

4.33 Unless otherwise stated –

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

4.34 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.

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

4.36 The Guidelines for “Cellular Mobile Phone Operator Regulatory and Licensing Guidelines, 2011” for establishing, operating and maintaining cellular mobile phone systems & services in Bangladesh (No. BTRC/LL/Mobile/License-Renewal(342)/2009-563, Date: 11-09-2011) shall form an integral part of the License and vice-versa.

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

Signed on thisday of, 2011
for and on behalf of the

Bangladesh Telecommunication Regulatory Commission

Deputy Director
Spectrum Management Division
BTRC

