



**BANGLADESH TELECOMMUNICATION  
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

No. BTRC/LL/VAS(391)/2012-

Date: 31-01-2012

**VALUE ADDED SERVICE LICENSING GUIDELINES, 2012**

**TABLE OF CONTENTS**

1. Introduction.....	3
2. Title, Application and commencement.....	4
3. Objectives .....	4
4. Definition and Interpretations.....	5
5. General Requirements.....	5
6. Disqualifications.....	5
7. Eligibility.....	6
8. Scope.....	6
9. Licensing Procedure.....	8
10. Commencement, Duration and Renewal of The License.....	8
11. Fees and Charges.....	8
12. Documents to be submitted with the Application for License.....	9
13. Obligations of The License.....	10
14. Quality of Service (QoS) & Grade of Service (GoS).....	11
15. Monitoring on National Interest .....	11
16. Cancellation and Suspension of License and Fines .....	11
17. Accounting System.....	12
18. Vas by any Operator other than Licensee.....	13
19. Miscellaneous.....	13
20. Appendix-1 Applicant Information Sheet.....	15-17
21. Appendix-2 Affidavit.....	18
22. Appendix-3 Invitation of Application for Telecom VAS Operator License.....	19
23. Appendix-4 Generic Form of Telecom VAS Operator License).....	20-35
24. Schedule.....	36-39

#

# BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB BHABAN, RAMNA, DHAKA-1000

No. BTRC/LL/VAS(391)/2012-

Date: / /2012

## LICENSING GUIDELINES FOR TELECOM VAS OPERATOR LICENCE

### 1. INTRODUCTION

- 1.1 Telecommunication services have been playing an enormous role in the development of people's life of Bangladesh. Particularly over last few years, the availability of mobile phones and its use in general mass have contributed significantly in the economic livelihood of common people.
- 1.2 However, still the mobile phones are mainly used for voice communication purposes, though the technology and the existing infrastructure can be utilized beyond voice services for different non-voice value added and data related services. In different countries, both developed and developing, it has been observed that after the early phase of telecommunication growth, the non-voice services have become the major driver for growth in the sector. Non-voice value added services can bring immense benefit to various information and other citizen services (including education, health, finance, governance etc.).
- 1.3 Though in recent years few initiatives have been taken for providing Value Added Service (VAS), the achievement is far from its potential. Still the major focus has been on traditional entertainment contents (e.g., ring tone, music, wall paper, etc.) and these are mainly consumed by a very limited portion of urban middle class mobile phone users. The number of players and service providers is very limited. Tangible initiatives have not yet been to go for investment in market research and development of new services. As any VAS can be delivered through the network of all corners of the country and the payment can be collected easily, there should be good business cases for a large number of third party content providers or application developers to come up with innovative services and make sustainable business based on those services.
- 1.4 Where there is good scope for doing business, it becomes imperative upon the Government to throw light on such field. Hence the Government has come up with the proposed licensing guidelines so that third party content providers and application developers can be protected and facilitated for their investment in new and innovative services.
- 1.5 Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Guidelines on Value Added Services (VAS) are being issued.

- 1.5 These Guidelines, along with the terms and conditions of the License, should be read in conjunction with the Act, any subsequent legislation, and prevalent laws or sector policies framed by the Government, and other rules, regulations, orders, decisions, guidelines, directives and documents of general application issued by the Government or the Commission from time to time.

## **2. TITLE, APPLICATION AND COMMENCEMENT**

- 2.1 These Guidelines shall be called the Telecom VAS Operator Licensing Guidelines, 2012.
- 2.2 These Guidelines shall be applicable for Telecom VAS Operator License, in processing, granting and dealing with license, establishing, maintaining and providing Telecommunication related Value Added Service in Bangladesh.
- 2.3 These Guidelines shall come into effect from the date of their issuance by the Government in the form of notification.

## **3. OBJECTIVES**

These Guidelines have been formulated taking into account the objectives of the Government to facilitate development of services (of Open/Universal/Platform Independent, not any operator/system dependent) beyond standard voice calls and fax transmission (but not IP based solution) such as Content Provider, Application Developer, SMS contents, ring tones, wall papers, games, java/software applications, software/application/service gadgets, desktop/web applications, International Connection (RUIM/SIM etc.) Distribution, Domestic/International Calling Card Service, Domestic/International Recharge, IVR, ITFS, LTFS, MMS, RBT, e-services (i.e. e-governance, e-commerce, etc.), m-services (i.e. m-commerce, m-banking, m-web etc.), virtual phone, Services dealing with Network APIs etc. and all these content, content provisioning platform, equipment, systems, SDP (Service Delivery Platform), CMS (Content Management Systems) and/or any other related service/content/application approved by the Commission as used by telecom subscribers.

The objectives, in brief, are:

- (i) To provide user friendly and affordable Telecom Value Added Services to the common people of the country;
- (ii) To promote software/application development entity and transfer of technology;
- (iii) To create a competitive market for the Telecom VAS Operators with level playing field;
- (iv) To provide impetus to local Telecommunication/ICT entrepreneurs to venture for diverse telecommunication business;
- (vi) To ensure enhanced growth of data communication services in the Telecommunication/ICT sector of Bangladesh; and
- (vii) To enhance export of Telecommunication based IT enabled services from Bangladesh and to create market for such services at home too.

#### **4. DEFINITIONS AND INTERPRETATIONS**

The definitions and interpretations of the relevant terms, alongwith pertinent abbreviations, are annexed herewith as Schedule-1.

#### **5. GENERAL REQUIREMENTS**

- 5.1 The VAS Operator License will be issued to the applicant free from any disqualifications stated in clause No. 6, and fulfilling the eligibility criterion as per clause No. 7, and all other criterion set by the Commission from time to time.
- 5.2 All acts and omissions of an applicant for a License under these Guidelines and those of a licensee shall be subject to the laws of Bangladesh.
- 5.4 The following are the principal legal statutes governing the telecommunication industry in Bangladesh:
- (a) The Bangladesh Telecommunication Regulation Act, 2001 (as amended).
  - (b) The Wireless Telegraphy Act, 1933 and The Telegraph Act, 1885, for matters which are not covered by the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
  - (c) The Bangladesh Telecommunication Regulatory Commission (Licensing Procedure) Regulations, 2004 (as amended).
  - (d) The Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004 (as amended).
  - (e) Any Act of Parliament or Ordinance and the Regulation(s) made or to be made by the Commission.

#### **6. DISQUALIFICATIONS**

- 6.1 An applicant shall be disqualified from obtaining a License, if-
- (a) in the case of an individual-
    - (i) he is an insane person;
    - (ii) he has been sentenced by a Court under any law, other than this Act, to imprisonment for a term of minimum 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
    - (iii) he has been sentenced by any Court for committing of any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;

#

- (iv) he has been declared bankrupt by any Court and has not been discharged from the liability of bankruptcy;
  - (v) he has been identified or declared by the Bangladesh Bank or by a Court or by a bank or financial institution as a defaulter loanee of that bank or institution;
  - (vi) his License has been cancelled by the Commission at any time during the last 5 (five) years;
  - (vii) he is being proceeded against for any violation of the Act or any License condition;
- (b) The applicant being a partnership firm or company or corporation or society or other organization :-
- (i) any provision of sub-clause (i) to (v) of clause (a) above is applicable to its owner, or to any of its shareholder directors or partners; or
  - (ii) sub-clause (vi) of clause (a) above is applicable to it.
- 6.2 In addition to the disqualification referred to in clause 5.4, the Commission shall also consider whether the applicant satisfies other criteria including:
- (i) whether the applicant has sufficient management and financial capacity to operate the activities pertaining to establish, maintain and provide VAS for which the License will be awarded;
  - (ii) how far the issuance of the License will serve the purposes mentioned in sections 29, 30 and 33 of the Act.

## **7. ELIGIBILITY**

- 7.1 Telecom VAS License will be issued only to the Bangladeshi entities (resident citizens, Non-resident Bangladeshi (NRB), proprietorship, partnership firm, company, society) registered with the Registrar of Joint Stock Companies and Firms, Bangladesh.
- 7.2 Foreign entities (citizens, companies, firms, body, institution, organization, subsidiary or holding company) shall not be eligible to become shareholder (Owner/Director/Investor/Partner/ Heir) of the License to be issued under these Guidelines.
- 7.3 An entity (person/company/firm) shall not be eligible to apply for Telecom VAS Operator License, if there are any outstanding dues owed by him/it or any of its directors/partners to the Commission. The entity shall be/become disqualified upon violation of any of the clause of these Guidelines and any provisions of any law relating to telecommunication.

## **8. SCOPE**

- 8.1 To facilitate effective implementation of the Guidelines, the Licensee shall have the access and interconnection of its approved short-codes with existing single point of Interconnection Exchange (ICX) and National Internet Exchange (NIX). This will help to avoid the hazard

#

#

of individual connectivity with all operators, other related service providers and overseas content providers which may have connectivity through NIX over IP.

- 8.2 All Network/Solution/Platform Provider will provide fair access to their infrastructure to the Licensee. This may be done through mutual agreement among the Licensee, ANS provider and ICX operator. Except the Licensee, ANS provider and ICX operator no one shall be entitled to execute any such agreement. The following conditions may be included, among others, in the tripartite agreement:
- (i) The services being Open-Access model, Network/Solution/Platform Provider shall not block web/mobile portals to a data plan (EVDO/GPRS/WAP etc.). The operators will remain fair and unbiased in terms of providing access and thus will not be selective blocking of mobile portals or short codes.
  - (ii) Network/Solution/Platform Provider shall maintain the billing system in a fashion that reconciliation/reimbursement of revenue with the Licensee is done in a transparent manner as acceptable by the Commission. Each such provider shall maintain usage details, download, user base, user and usage statistics, etc., in their management information system (MIS) for the purpose of transparency of its service and billing.
  - (iii) Network/Solution/Platform Provider shall publish the bulk charges for Licensee for accessing its infrastructure (bulk rates of SMS, IVR, IN Access, USSD, API, physical E1, etc.). The charges for accessing all categories of infrastructure resources shall have to be published after the approval from the Commission. Other than the infrastructure-access fee mentioned in these Guidelines no other fees or charges or revenue sharing model would be applicable upon the Licensee by the Network provider. The basic purpose is to allow equitable growth of the VAS for the local telecom users.
  - (iv) Network/Solution/Platform Provider shall make available different APIs for the use of the Licensee, i.e., messaging [SMS, MMS], charging, location, payment, etc., within six months of issuance of these Licensing Guidelines. GSMA One-API may be used as a ready reference.
  - (v) The Licensee may work on his or its own branding and market communication.
- 8.3 Services involving financial transactions, air-time bill collections or remittance through mobile telecommunication devices must comply with the rules and regulations of Bangladesh Bank and other concerned authorities.
- 8.4 Licensed VAS operator selling its own resources or products to any VAS operator (whether in retail or bulk) shall not have any revenue sharing model, as the mode of payment, with the Content Aggregator or Network/Solution/Platform Provider. The licensee may buy the services as bulk from the Network providers from time to time to design its offerings.
- 8.5 For only billing services, there could either be a revenue sharing model or a published rate based on the volume subject to prior approval of the Commission. The revenue sharing percentile for bill collection is required to have approval from the Commission. The IN Access for charging customer shall have its bulk rate published.

#

- 8.6 Licensed VAS operator shall have to take prior approval for Service & Tariff as per the provisions of the Act for each VAS. The Licensee will design its applications based on the approved tariff. All approved bulk tariffs shall have to be available in the Licensee's website.
- 8.7 The Licensee will be allotted a short code from the Commission which can be accessible from all the subscribers of different operators. The arrangement of interconnection to a single point network/solution/platform provider will be the responsibility of ICX and NIX.
- 8.8 Other than the Licensee any other Network/Solution/Platform Provider, ICX, NIX Operator shall not act as a Telecom VAS Operator. The existing approved contents offered by Network Operator/Solution/Platform owner shall have to be ceded to the Telecom VAS Operator licensees.

## **9. LICENSING PROCEDURE**

- 9.1 The Licensing procedure for Telecom VAS Operator will be an Open Licensing Method in consonance with the provisions of BTRC (Licensing Procedure) Regulations, 2004 and the proviso to sub-section (6) of section 36 of the Act.
- 9.2 Examining the general requirements and eligibility of the applicant the Commission, with prior approval of the Government, will issue license to the successful applicant.

## **10. COMMENCEMENT, DURATION AND RENEWAL OF THE LICENSE**

The duration of the License shall be of 5 (five) years from the date of issue, subject to the payment of annual license fees and compliance with the conditions laid down under the license and guidelines, unless cancelled or revoked or surrendered earlier. Upon expiry of the initial term, the License may be renewed for subsequent 5 (five) year term, subject to fulfillment of necessary conditions. The Licensee shall submit the renewal application at least 180 (one eighty) days prior to the expiry date of each term, initial or subsequent whatsoever.

## **11. FEES AND CHARGES**

- 11.1 The following fees and charges shall be applicable to the Licensee. Fees and charges mentioned below are excluding VAT and other Taxes.

1.	Application Fee	Tk.1,000.00
2.	License Acquisition Fee	Tk.10,000.00
3.	Annual License Fee	Tk.5,000.00
4.	Gross Revenue Sharing	To be decided by the Commission depending upon market maturity.
5.	Contribution to Social Obligation Fund	Subject rules to be made by the Government in respect of the Social Obligation Fund

- 11.2 The Licensee shall pay all the required fees within the stipulated time frame given hereinafter. All fees, charges, etc., payable by the Licensee are not refundable and payments are to be made in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or payment order from any scheduled bank mentioned in the Bangladesh Bank Order, 1972.



#

- 11.3 **Application Fee:** A fee of Tk. 1,000.00 (One Thousand) only in the form of payment order or demand draft issued from any scheduled bank of Bangladesh, in favour of the Bangladesh Telecommunication Regulatory Commission shall have to be paid with the application for Telecom VAS Operator license as application fee.
- 11.4 **The License Acquisition Fee:** The License Acquisition Fee for Telecom VAS Operator License shall be Tk. 10,000.00 (Ten Thousand). The Commission will notify the applicant in writing duly about the decision of awarding license. The applicant shall have to pay this fee, within 30 calendar days of the date of issue of such notification, to the Commission in the form of payment order or demand draft issued from any scheduled bank of Bangladesh, in favour of the Bangladesh Telecommunication Regulatory Commission.
- 11.5 The Licensee, after the payment of the License Acquisition fee, shall pay Annual License fee and Revenue Sharing as mentioned below:
- (i) **Annual License Fee:** Tk.5,000.00 (Five Thousand) shall have to be paid by the Licensee in advance on each anniversary of the date of this License as Annual License Fee for the succeeding year.
  - (ii) **Gross Revenue Sharing:** The Commission may publish circular containing the rate of Gross Revenue Sharing. The Licensee shall be required to make payment of share of its revenue at the rate and in the manner and time frame as per the Circular or the direction of the Commission in writing from time to time.

**11.6 Social Obligation Fund:**

There shall be a Social Obligation Fund towards which the Licensee shall be required to make contribution in accordance with the provisions of the rules to be made in this regard by the Government in pursuance of section 21A of the Act.

**11.7 Delays in Payment of Fees**

All sorts of fees/charges as mentioned in these 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) of the corresponding principal amount 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 Act.

**12. DOCUMENTS TO BE SUBMITTED WITH APPLICATION FOR LICENCE**

- 12.1 Photocopy of the National Identity Card of the Proprietor/ Partners/ Shareholder Directors of the applicant entity duly attested by Government Gazetted officer.
- 12.2 Passport size photo of the Proprietor/Partners/ Shareholder Directors and Authorized Contact Person of the applicant.
- 12.3 Photocopy of up to date (of latest Fiscal year) Trade License of the applicant entity duly attested by Government Gazetted officer.

#

#

- 12.4 Photocopy of up to date (of latest Fiscal year) VAT and Income Tax Clearance Certificate of the applicant entity duly attested by Government Gazetted officer.
- 12.5 Pay order or bank draft for Taka 1,000.00 (One thousand) issued, from any bank mentioned in the schedule of President's Order No.127 of 1972, in favour of the Bangladesh Telecommunication Regulatory Commission, as application fee (non-refundable).
- 12.6 Certified copies of Certificate of Incorporation, Memorandum of Association, Articles of Association, Form – XII (if any) describing the current share structure; or certified copy of Deed of Partnership Agreement or Consortium Agreement.
- 12.7 Professional Resume/Vitae of Technical/Business Personnel with attestation given by the Proprietor/Partner/Shareholder Director of the applicant.
- 12.8 Letter of authorization, along with Passport size photograph and specimen signature of the applicant's representative duly attested by Operational Chief of the applicant.

### **13. OBLIGATIONS OF THE LICENSEE**

Amongst others, the followings shall be the obligations of a licensee:

- 13.1 The Licensee shall build, operate and maintain the Telecom Value Added Services (VAS) and Systems in Bangladesh as provided in these guidelines.
- 13.2 The licensee must have a registered, operational office address along with official website (of Applicable gTLD/ccTLD), phone number and e-mail address for official correspondence. The licensee shall keep the Commission informed of any change in its addresses.
- 13.3 The licensee shall maintain proper documentation of its equipment, works, and clients for future reference.
- 13.4 The Commission may, by order in writing, direct any Inspector to inspect the licensee's workshop/store/office/laboratory/site, etc., from time to time without prior notice. On demand of the Inspector, the licensee shall produce its all related documents and the registers maintained for inspection and shall permit the Inspector to take copy (both hard/soft version) or extract thereof.
- 13.6 The License or any part or whole of any interest accrued to a License shall not be transferable without prior approval of the Government as per the provisions of sub-section (3) of section 37 of the Act.
- 13.7 The licensee shall submit the complete list of the devices he or it wants to install (import/buy out) along with the necessary technical information/documents including manufacturer's handbook /specification sheet & functional block diagram where the device will be fitted and/or installed.
- 13.8 The Licensee shall comply with the relevant provisions of all laws and policies, decisions, directions, instructions issued by the Government and the Commission from time to time.

#

- 13.9 The Licensee shall not engage in any anti-competitive conduct nor shall discriminate nor create any inconvenience to any other operator licensed under the Act or any subscriber of any such licensee.
- 13.10 The Licensee shall perform under the License with due diligence, willingly, conscientiously, faithfully and to the best of its professional skill and ability which must be satisfactory to the Commission.
- 13.11 The licensee shall have to take prior approval from the Commission to renew/update its service, when changed from the approved one.
- 13.12 The Licensee shall have to create, launch and operate a dynamic website with minimum customer care service facilities e.g. complain and query with ticketing system.
- 13.13 Within the 6 (six) months of acquiring the License, the licensee shall have to commence its service. Within the 12 (twelve) months of commencement of operation, the licensee shall have to launch its customer care service, with full fledged supports and a report on customer service related activity shall have to be made available to the Commission.

#### **14. QUALITY OF SERVICE (QoS) & GRADE OF SERVICE (GoS)**

Strict adherence to maintaining QoS and GoS will be the responsibility of the licensee. The Commission will monitor and regulate the QoS and GoS and will take necessary steps to ensure the same from time to time.

#### **15. MONITORING ON NATIONAL INTEREST**

The Licensee shall provide with necessary access and extend all cooperation to the officer of Detective or Intelligence Branch, National Security Intelligence, Investigating Agency or Law Enforcing Agency (LEA) for Lawful Interception (LI) as and when authorized by the Government under section 97A of the Act.

#### **16. CANCELLATION AND SUSPENSION OF LICENCE AND FINES**

- 16.1 The Commission may, with the approval of the Government, cancel, suspend the License and impose fine. The Licensee shall also be liable for action as per Bangladesh Telecommunication Regulation Act, 2001 on the following grounds: if-
- (i) any information furnished in the application form for obtaining the License is found incorrect/ false;
  - (ii) it is detected that the applicant obtained the License suppressing the disqualification specified in paragraph 5.4 above;
  - (iii) the required fees and charges are not paid by the Licensee as per the terms and conditions of the License;
  - (iv) any share is transferred or issued or without prior written permission of the Government;

#

- (v) any of the conditions of the guidelines or License is violated;
  - (vi) the licensee has disclosed or is involved with the disclosure or leakage of any information to anybody involved with any illegal activities detrimental to the security, integrity, sovereignty or stability of the state of Bangladesh or its relation with other state or maintaining of public peace or law and order;
  - (vii) the Licensee is liquidated, bankrupt or insolvent, or that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee itself or a third party against the Licensee;
  - (viii) the Licensee ceases to carry on business mentioned in the License;
  - (ix) that the licensee hides any information for any tariff package, or any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities; or
  - (x) the Licensee violates or purports to violate any sections/terms and/or conditions under the Act/any Regulations/Rules/Guidelines/Bye-laws/Directives/Instructions/Orders/Circulars/Decisions of the Government or, as the case may be, the Commission.
- 16.2 In the event of suspension of the License under section 46 of the Act, the Commission may, with prior approval of the Government, appoint an Administrator or Receiver in order to maintain continuity of services, development activities and accounts and other records relating to the license.
- 16.3 Cancellation or suspension of License for any reason 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 due under any law or the License.

## **17. ACCOUNTING SYSTEM**

- 17.1 The Commission may issue directions to the Licensee on any of the following subjects:-
- (i) for the purpose of compliance with the provisions of the Act adoption of any method of identifying the cost of providing the services under the License and adoption of any internationally recognized accounting method consistent with the methods prescribed in the Companies Act, 1994;
  - (ii) for the purpose of implementation of the provisions of the Act, furnishing to the Commission information on such matter, and such periodic reports or other form or manner as the Commission may specify from time to time.

#

- 17.2 When it is deemed necessary the Commission may direct the Licensee to deliver any information and in such case the Licensee shall be bound under section 84 of the Act to comply with such direction in such manner or form and within such time as the Commission may specify in the direction.
- 17.3 All financial transactions in local and foreign currency in relation to the License shall have to be maintained through scheduled bank mentioned in the Bangladesh Bank Order, 1972.

## **18. VAS BY ANY OPERATOR OTHER THAN LICENSEE**

No other entity except the licensee is eligible to provide Value Added Services as defined in the License. However, if any other operator (not the VAS Provider) design/plan any VAS for its own (supported by its License and technical resources) where the VAS Provider is incapable to provide that particular service, the Commission will issue the Interim Service and Tariff Approval to that operator with in the following manner:

- (i) The Commission will seek the availability of that particular service (using generic naming terms and technical features like: protocols/standards/software-name etc.) from the existing VAS Providers, or association, if any. If the VAS Providers/association acknowledges its incapability or, if no acknowledgement received within 30 (thirty) days of the Commission's letter, then the Commission will start evaluating the particular-service for necessary interim approval according the standard procedures.
- (ii) Issuing the interim service and tariff approval (regarding VAS) to other operators (not the VAS Provider) will be done on case-to-case basis.
- (iii) If more than 3 (three) Licensee (VAS Provider) express their capability to support/run any particular service (after acquiring the necessary approval from the Commission regarding that particular service), the Commission may withdraw its Interim Service and Tariff Approval issued in favour of that operator (not the VAS Provider) within 90 (days) of receiving that expression of interest in the manner said above.

## **19. MISCELLANEOUS**

- 19.1 Only one License will be issued in the name of one entity (proprietorship/partnership firm or, Company/Consortium/Incorporated body/society). No entity will be eligible for obtaining more than one License in case of multiple entities under same ownership.
- 19.2 All the existing operators (all sorts of ANS) shall have to cede their existing VAS to the Licensee (VAS Provider) according the procedures mentioned in clause 11.10(iii) of this these Guidelines.
- 19.3 Reporting of the licensee will not be limited to the Commission, if it falls under the jurisdiction of any other regulatory authorities in Bangladesh; in that case it shall remain liable to follow the concerned rules and regulations.
- 19.4 The Commission may alter, change, modify and/or add any terms and conditions of the License including applicable fees at any time in public and industry interest as per the Bangladesh Telecommunication Regulation Act, 2001.

- 19.5 The Appendices and Schedules annexed herewith shall form integral part of these Guidelines.
- 19.6 These Guidelines and the License shall be governed by and construed in accordance with the laws of Bangladesh.
- 19.7 Unless otherwise stated –  
#
- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of the guidelines;
  - (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 the 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 the 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 the License, respectively.
- 19.8 These guidelines shall be governed by and construed in accordance with the laws of Bangladesh.
- 19.9 Each provision of these guidelines shall be interpreted in such manner as to be effective and valid under applicable law. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. In the event that any provision of these guidelines shall be deemed to be unlawful or unenforceable, that provision shall be deemed severed from these guidelines, but every other provision in these guidelines shall remain in full force and effect. In substitution for any such provision held unlawful or unenforceable, there may be substituted a provision of similar import reflecting the original intent of the Commission to the extent permissible under law.
- 19.10 Notwithstanding anything in these guidelines to contrary, provisions which by their terms are deemed to survive, shall survive the cancellation of the License howsoever caused.
- 19.11 These guidelines is in English language only, which language shall control and prevail over any version or translations which may hereafter be made.
- #
- 19.12 These guidelines is issued with the approval of the appropriate authority.

#  
**APPENDIX-1**

**BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**  
**APPLICANT INFORMATION SHEET**  
**FOR LICENCE TO BUILD, OPERATE AND MAINTAIN TELECOM VALUE ADDED**  
**SERVICES IN BANGLADESH**

**Information Requirement**

**A. Applicant Identity:**

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

**B. Organization/Shareholders:**

<b>SL.</b>	<b>Item</b>	<b>Attached</b>	<b>Not Attached</b>	<b>Remarks</b>
1.	Organization/Company: Description of the organization/company background including Certificate of Incorporation, Memorandum and Articles of Association, experience of the company or of its proprietor, partners, shareholders, directors, employees and in current and previous business ventures.			
2.	Stakeholders: List of shareholders with details of equity ownership. Description of Owners, shareholders, directors, partners, associates, shareholding companies (and their owners, directors). The individual level eventual ownership shall be established and detailed resume of those individuals should be provided.			

**C. Business Activities:**

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

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

SL.	Item	Attached	Not Attached	Remarks
1.	Application in a Letter Head Pad			
2.	Relevant Fees in the Form of Payment Order/Bank Draft (application fee)			
3.	Up to date VAT and Tax paid to the Government during the last 3 (three) years along with Income Tax Clearance Certificate (if available) and TIN Certificate.			
4.	Certified copies of certificate demonstrating ownership interest in application (if available).			
5.	Certified copy of Certificate of Incorporation, MoA and AoA or Agreement of Partnership (if available )			
6.	Authorization to the Authorized Signatory (Resolution of The Board of Directors/Power of Attorney duly Notarized)			
7.	Trade License			
8.	Copy of existing License, if any, issued by the Commission in favour of the applicant			
9.	Original copy of Notarized Affidavit on Tk.150.00 non-judicial stamp			

**E. Declaration:**

1. Has any application for any license of the applicant/any share holder/partner been rejected before?

Yes  No ; If yes, please provide date of application and reasons for rejection:



---

---

---

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

Yes  No ; If yes, please give details

---

---

---

3. Has any other License of the applicant/any shareholder/partner been rejected before?

Yes  No ; If yes, please provide date of application and reasons for rejection:

---

---

---

4. Were the applicants/its owner/any of its directors/ partners involved in any illegal call termination using VoIP technology?  Yes  No ; If yes, please provide the following details:

i. Period of involvement in illegal VoIP activities: \_\_\_\_\_

ii. Case No. (if applicable): \_\_\_\_\_

iii. Administrative fine paid to the Commission (if applicable):

a. Amount : Tk. \_\_\_\_\_

b. Cheque/Pay Order No./Bank Draft No.: \_\_\_\_\_

iv. Undertaking given to the Commission:  Yes  No

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

6. I/We also hereby certify that I/We have carefully read the provisions of Bangladesh Telecommunication Regulation Act, 2001 and I/We are not disqualified from obtaining the License.

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

Date:

Place:

Signature

&

Name of the Applicant/Authorized  
Person with Seal

**Note:**

Application without necessary and complete documents and information is liable to be rejected.

#  
**APPENDIX-2**

**AFFIDAVIT**

The undersigned, \_\_\_\_\_,  
(Name of the signatory, national ID No., father's name, mother's name, date and place of birth)  
and residing at \_\_\_\_\_, states:  
(complete postal address)

1. That he/she is the

\_\_\_\_\_  
(Official capacity)

of

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

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

3. That personally, and as \_\_\_\_\_  
(Official capacity)

for and on behalf of \_\_\_\_\_  
(Name of the applicant)

**hereby certifies**

that all statements made in this application for a License for Telecom VAS Operator and in the documents attached to this application are true and correct; and that the undersigned is the applicant or is duly authorized by the applicant to make and sign this affidavit.

\_\_\_\_\_  
Director/Secretary/Partner/Duly Authorised Representative/Attorney/Individual

**WITNESSES**

1. \_\_\_\_\_

(Signature, full name, father's name, mother's name, national identity number and complete postal address)

2. \_\_\_\_\_

(Signature, full name, father's name, mother's name, national identity number and complete postal address)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at \_\_\_\_\_.

Notary Public



# Bangladesh Telecommunication Regulatory Commission

IEB Bhaban, Ramna, Dhaka-1000

No. BTRC/LL/-----

Date: / /2012

## Invitation of Application for granting Telecom VAS Operator License

1. The Bangladesh Telecommunication Regulatory Commission (hereinafter referred to as the Commission) invites application from eligible Bangladeshi [(resident citizens, Non-Resident Bangladeshi (NRB)], proprietorship/partnership firms and companies registered with the Registrar of Joint Stock Companies and Firms under the Companies Act, 1994 in Bangladesh for granting License for providing Telecom Value Added Services in Bangladesh. Only entities having adequate financial, technical and organizational capability to serve in this field, in national level, may apply with an updated profile of their business record and record of experiences.
2. The applicant companies/partnership firms shall have to be registered with Registrar of Joint Stock Companies and Firms, as well as with the concerned trade organization. If the applicant is a proprietorship in such case too registration with trade organization shall be necessary.
3. The prescribed application form along with general terms and conditions are included in the Telecom VAS Operator Licensing Guidelines, 2012 (No. ...., Date: .....) which is available in the following websites:  
[www.mopt.gov.bd](http://www.mopt.gov.bd)  
[www.btrc.gov.bd](http://www.btrc.gov.bd)
4. Application addressing the Chairman, Bangladesh Telecommunication Regulatory Commission is to be submitted in the box kept in the Commission, at IEB Bhaban (5<sup>th</sup> floor), Ramna, Dhaka-1000. The application will be scrutinized by a committee to be appointed by the Commission.
5. There will be no limit of Licenses for Telecom VAS Operator for providing Telecom Value Added Services in Bangladesh.
6. In issuing the VAS Operator License the provisions of the Act, 2001, the Licensing Procedure Regulations, 2004 and the Telecom VAS Operator Licensing Guidelines, 2012 shall be followed.
7. Any application submitted which does not comply with the terms and conditions of the Telecom VAS Operator Licensing Guidelines, 2012 will not be accepted.
8. Any applicant may communicate in writing for further clarification on the subject with the Deputy Director, Legal and Licensing Division, Bangladesh Telecommunication Regulatory Commission, during office hours on working days.

## APPENDIX-4

Page 19 of 39

#

(Generic form of Telecom VAS Operator License)



**BANGLADESH TELECOMMUNICATION  
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

**LICENSE**

**ON**

**TELECOM VAS OPERATOR**

**FOR**

**ESTABLISHING, OPERATING AND MAINTAINING  
VALUE ADDED SERVICES**

**IN**

**BANGLADESH**

**ISSUED**

**TO**

-----  
**UNDER**

**THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001**

**ON**

----- DAY OF ----- 2012

*Page 20 of 39*

#



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

**LICENCE**

**ON**

**TELECOM VAS OPERATOR**

**LICENSE NO:**

**DATE :**

In Exercise of the Powers  
under section 36 of the Bangladesh Telecommunication Regulation Act, 2001  
(Act No. XVIII of 2001)  
**BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION,**  
with prior approval of the Government, is pleased to grant the licence in favour of

.....  
represented by its ..... having registered office at  
.....

**ON NON-EXCLUSIVE BASIS**  
under the terms and conditions given in the following pages  
including the schedules annexed hereto.

#  
**TABLE OF CONTENTS**

SL.	Subject	Page
	Preamble.....	23
1.	Interpretations, Definitions and Abbreviations.....	24
2.	Commencement, Duration and Renewal of the License.....	24
3.	Scope.....	24
4.	Adherence to Law.....	25
5.	Services.....	25
6.	Fees and Charges.....	26
7.	Obligations of the Licensee.....	27
8.	Quality of Service Obligation.....	28
9.	Monitoring on National Interest .....	28
10.	Infrastructure and Facility Sharing .....	28
11.	LI Compliance and Online Monitoring.....	28
12.	Discrimination Prohibited.....	28
13.	Notification of Charges, Etc.....	28
14.	Compensation to Affected Person.....	28
15.	Submission of Plans of Restoration of Service after Accident.....	29
16.	Consumer Protection.....	29
17.	Technical and Financial Audit.....	29
18.	Standard Contract.....	29
19.	Registration of Subscriber.....	30
20.	Intellectual Property Rights (IPR).....	30
21.	Tariff and Charge.....	30
22.	Billing and Metering.....	30
23.	Subscriber Confidentiality.....	30
24.	National Emergencies.....	31
25.	Accounts and Records.....	31
26.	Information and Inspection.....	31
27.	Reports.....	32
28.	Transfer of Share.....	32
29.	Disposal of Apparatus and other Property.....	32
30.	Conservation of Environment.....	32
31.	Suspension, Cancellation and Fines.....	32
32.	Obligation to Take other License.....	33
33.	Miscellaneous.....	33
34.	Interpretation, Definition And Abbreviations.....	35-39



**BANGLADESH TELECOMMUNICATION  
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

No. BTRC/LL/..... (.....)/2012-

Date: - -2012

**LICENCE**

**ON**

**TELECOM VAS OPERATOR**

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

In exercise of the powers conferred by section 36 and other provisions of the Bangladesh Telecommunication Regulation Act, 2001, Bangladesh Telecommunication Regulatory Commission, with prior approval of the Government, is pleased to issue

**LICENCE**

**To**

.....represented by its Chairman/CEO/MD/Managing Partner/Proprietor having its registered office at ..... as an operator to build, operate and maintain Value Added Services, subject to the terms and conditions detailed hereinafter.

*Page 23 of 39*

#

**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. COMMENCEMENT, DURATION AND RENEWAL OF THE LICENSE**

The duration of the License shall be of 5 (five) years from the date of issue, subject to the payment of annual license fees and compliance with the conditions laid down under the license and guidelines, unless cancelled or revoked or surrendered earlier. Upon expiry of the initial term, the License may be renewed for subsequent 5 (five) year term, subject to fulfillment of necessary conditions. The Licensee shall submit the renewal application at least 180 (one eighty) days prior to the expiry date of each term, initial or subsequent whatsoever.

**3. SCOPE**

3.1 To facilitate effective implementation of the Guidelines, the Licensee shall have the access and interconnection of its approved short-codes with existing single point of Interconnection Exchange (ICX) and National Internet Exchange (NIX). This will help to avoid the hazard of individual connectivity with all operators, other related service providers and overseas content providers which may have connectivity through NIX over IP.

3.2 All Network/Solution/Platform Provider will provide fair access to their infrastructure to the Licensee. This may be done through mutual agreement among the Licensee, ANS provider and ICX. The following conditions may be included, among others, in the tripartite agreement:

- (i) The services being Open-Access model, Network/Solution/Platform Provider shall not block web/mobile portals to a data plan (EVDO/GPRS/WAP etc.). The operators will remain fair and unbiased in terms of providing access and thus will not be selective blocking of mobile portals or short codes.
- (ii) Network/Solution/Platform Provider shall maintain the billing system in a fashion that reconciliation/reimbursement of revenue with the Licensee is done in a transparent manner as acceptable by the Commission. Each such provider shall maintain usage details, download, user base, user and usage statistics, etc., in their management information system (MIS) for the purpose of transparency of its service and billing.
- (iii) Network/Solution/Platform Provider shall publish the bulk charges for Licensee for accessing its infrastructure (bulk rates of SMS, IVR, IN Access, USSD, API, physical E1, etc.). The charges for accessing all categories of infrastructure resources shall have to be published after the approval from the Commission. Other than the infrastructure-access fee mentioned in these Guidelines no other fees or charges or revenue sharing model would be applicable upon the Licensee by the Network provider. The basic purpose is to allow equitable growth of the VAS for the local telecom users.



#

- (iv) Network/Solution/Platform Provider shall make available different APIs for the use of the Licensee, i.e., messaging [SMS, MMS], charging, location, payment, etc., within six months of issuance of these Licensing Guidelines. GSMA One-API may be used as a ready reference.
  - (v) The Licensee may work on his or its own branding and market communication.
- 3.3 Services involving financial transactions, air-time bill collections or remittance through mobile telecommunication devices must comply with the rules and regulations of Bangladesh Bank and other concerned authorities.
  - 3.4 Licensed VAS operator selling its own resources or products (whether in retail or bulk) shall not have any revenue sharing model, as the mode of payment, with the Content Aggregator or Network/Solution/Platform Provider. The licensee may buy the services as bulk from the Network providers from time to time.
  - 3.5 For only billing services, there could either be a revenue sharing model or a published rate based on the volume subject to prior approval of the Commission. The revenue sharing percentile for bill collection is required to have approval from the Commission. The IN Access for charging customer shall have its bulk rate published.
  - 3.6 Licensed VAS operator shall have to take prior Service & Tariff as per the provisions of section 48 of the Act for each VAS. The Licensee will design its applications based on the approved tariff. All approved bulk tariffs shall have to be available in the Licensee's website.
  - 3.7 The Licensee will be allotted a short code from the Commission which can be accessible from all the subscribers of different operators. The arrangement of interconnection to a single point network/solution/platform provider will be the responsibility of ICX and NIX.
  - 3.8 Other than the Licensee any other Network/Solution/Platform Provider, ICX, NIX Operator shall not act as a Telecom VAS Operator. The existing approved contents offered by Network Operator/Solution/Platform owner shall have to be ceded to the Telecom VAS Operator licensees.

#### **4. ADHERENCE TO LAW**

The Licensee shall remain obliged to adhere to the provisions of the prevalent laws as defined in article 152 of the Constitution of the People's Republic of Bangladesh in general, and shall have to comply with the Act, rules and regulations made thereunder.

#### **5. SERVICES**

- 5.1 The Licensee is authorized to provide Telecom Value Added Service throughout Bangladesh under this License.
- 5.2 The Licensee shall remain obliged to design and to maintain his telecommunication network in accordance with the directions of the Commission in relation to the establishment of the telecommunication system under this License, in relation to the transmission plan, signaling plan, switching plan and numbering plan for providing service under this License; and in

#

case of deviation from such plan, to obtain approval and directions of the Commission, and implementation of such direction.

- 5.3 The Licensee shall remain obliged to inform the Commission of the routes used and the system followed in transmitting and receiving message, signal or any other information.
- 5.4 It shall be the obligation on the part of the Licensee to extend at least 10% of its service capacity to the rural and sparsely populated areas of the Bangladesh to ensure access of the interested people living there.

## 6. FEES AND CHARGES

- 6.1 The following fees and charges shall be applicable to the Licensee. Fees and charges mentioned below are excluding VAT and other Taxes.

1.	Annual License Fee	Tk.5,000.00
2.	Gross Revenue Sharing	To be decided by the Commission depending upon market maturity.
3.	Contribution to Social Obligation Fund	Subject rules to be made by the Government in respect of the Social Obligation Fund

- 6.2 The Licensee shall pay all the required fees within the time frame given hereinafter. All fees, charges, etc., payable by the Licensee are not refundable and Payments are to be made in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or payment order from any scheduled bank mentioned in the Bangladesh Bank Order, 1972.

- 6.3 The Licensee, after the payment of the License Acquisition fee, shall pay Annual License fee and Revenue Sharing as mentioned below:

- (i) **Annual License Fee:** Tk.5,000.00 (Five Thousand) shall have to be paid by the Licensee in advance on each anniversary of the date of this License as Annual License Fee for the succeeding year.
- (ii) **Gross Revenue Sharing:** The Commission may publish circular containing the rate of Gross Revenue Sharing. The Licensee shall be required to make payment of share of its revenue at the rate and in the manner and time frame as per the Circular or the direction of the Commission in writing from time to time.

### 6.4 Social Obligation Fund

The Licensee shall be required to make contribution to the Social Obligation Fund in accordance with the provisions of the rules to be made in this regard by the Government in pursuance of section 21A of the Act.

### 6.5 Delays in Payment of Fees

All fees/charges as mentioned in this License 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) of the corresponding principal amount 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 Act.

## **7. OBLIGATIONS OF THE LICENSEE**

Amongst others, the followings shall be the obligations of a licensee:

- 7.1 The Licensee shall build, operate and maintain the Telecom Value Added Services (VAS) and Systems in Bangladesh as provided in these guidelines.
- 7.2 The licensee must have a registered, operational office address along with official website (of Applicable gTLD/ccTLD), phone number and e-mail address for official correspondence. The licensee shall keep the Commission informed of any change in its addresses.
- 7.3 The licensee shall maintain proper documentation of its equipment, works, and clients for future reference.
- 7.4 The Commission may, by order in writing, direct any Inspector to inspect the licensee's workshop/store/office/laboratory/site, etc., from time to time without prior notice. On demand of the Inspector, the licensee shall produce its all related documents and the registers maintained for inspection and shall permit the Inspector to take copy (both hard/soft version) or extract thereof.
- 7.5 The License or any part or whole of any interest accrued to a License shall not be transferable without prior approval of the Government as per the provisions of sub-section (3) of section 37 of the Act.
- 7.6 The licensee shall submit the complete list of the devices he or it wants to install (import/buy out) along with the necessary technical information/documents including manufacturer's handbook /specification sheet & functional block diagram where the device will be fitted and/or installed.
- 7.7 The Licensee shall comply with the relevant provisions of all laws and policies, decisions, directions, instructions issued by the Government and the Commission from time to time.
- 7.8 The Licensee shall not engage in any anti-competitive conduct nor shall discriminate nor create any inconvenience to any other operator licensed under the Act or any subscriber of any such licensee.
- 7.9 The Licensee shall perform under the License with due diligence, willingly, conscientiously, faithfully and to the best of its professional skill and ability which must be satisfactory to the Commission.
- 7.10 The licensee shall have to take prior approval from the Commission to renew/update its service, when changed from the approved one.

- 7.11 The Licensee shall have to create, launch and operate a dynamic website with minimum customer care service facilities e.g. complain and query with ticketing system.
- 7.12 Within the 6 (six) months of acquiring the License, the licensee shall have to commence its service. Within the 12 (twelve) months of commencement of operation, the licensee shall have to launch its customer care service, with full fledged supports and a report on customer service related activity shall have to be made available to the Commission.

## **8. QUALITY OF SERVICE OBLIGATION**

The Licensee shall be bound to maintain the standards and quality of service as may be determined by the Commission from time to time.

## **9. MONITORING ON NATIONAL INTEREST**

The Licensee shall provide with necessary access and extend all cooperation to the officer of Detective or Intelligence Branch, National Security Intelligence, Investigating Agency or Law Enforcing Agency (LEA) for Lawful Interception (LI) as and when authorized by the Government under section 97A of the Act.

## **10. INFRASTRUCTURE AND FACILITY SHARING**

The Licensee shall follow the conditions of the Act, Rules, Regulations, and Directives, Instructions, Guidelines, Orders, Circulars, Decisions, etc., of the Government and, as the case may be, of the Commission in cases of infrastructure and facility sharing.

## **11. LI COMPLIANCE AND ONLINE MONITORING**

The Licensee shall provide with necessary access and extend all cooperation to the officer and Inspector of the Commission for Lawful Interception (LI) and online monitoring of the operation activities under this License as and when order in writing is issued by the Commission in this regard.

## **12. DISCRIMINATION PROHIBITED**

The Licensee is prohibited to show any preference to, or make any discrimination against, a particular person or class of persons, in case of providing service or giving connection or charging or billing for the service.

## **13. NOTIFICATION OF CHARGES, ETC.**

The Licensee shall have to publish notification, at such intervals and in such manner, as the Commission may specify, relating to the charges for, and the conditions applicable to the availing of, the services to be provided under this License.

## **14. COMPENSATION TO AFFECTED PERSON**

The Licensee shall have to make adequate compensation to any person affected by any of its operation or installation or any other activity. If the amount of compensation is not determined mutually and amicably between the affected person and the Licensee, the matter

may be taken up by the Commission and the decision of the Commission shall be binding on both parties, subject to judgment of competent Civil Court to the contrary.

#### **15. SUBMISSION OF PLANS OF RESTORATION OF SERVICE AFTER ACCIDENT**

The Licensee shall have to make out plans showing how the it intends to ensure the continuity or, as the case may be, restoration of the service under this License in case of any accident or calamity and submit such plan to the Commission before starting the operation.

#### **16. CONSUMER PROTECTION**

16.1 The Licensee shall remain obliged to ensure such an information system that all information relating to bills, prices, directories, inquiries and complains are easily available to the consumers.

16.2 The Licensee shall have to establish sufficient number of complain-centres so that it can collect information on the inconvenience or complain of the consumers in respect of the service or related matters, and shall, from time to time, publish notice about the location of, and communication with, such centres in its own website and at least in two Bangla and English National dailies published from Dhaka.

16.3 Any consumer may, by telephone message or written complaint, present his inconvenience or complaint.

16.4 All information relating to the complaints received from consumers and disposal of such complains shall be recorded in a register to be maintained by the Licensee.

16.5 On receipt of an information or complain about the inconvenience of a consumer, the Licensee shall immediately take necessary action and shall follow the code of practice framed in this behalf by the Commission.

16.6 Where the Licensee, after being informed of an inconvenience or complaint of a consumer, fails to timely and properly resolve the inconvenience or the complaint, then consumer may in writing apply to the Commission for taking necessary action on the matter.

16.7 Within 7 (seven) days of receipt of such application, the Commission may, after necessary inquiry, give proper directions to the Licensee to take necessary steps for resolving the said inconvenience or complaint.

#### **17. TECHNICAL AND FINANCIAL AUDIT**

The Licensee shall comply with the requirements of and shall furnish all relevant information and documents as sought by the audit team to be appointed by the Commission for conducting audit of the technical and financial position and performances of the Licensee.

#### **18. STANDARD CONTRACT**

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

**19. REGISTRATION OF SUBSCRIBER**

.The Licensee shall be liable for registration of all subscribers in the manner to be directed by the Commission from time to time.

**20. INTELLECTUAL PROPERTY RIGHTS (IPR)**

The Licensee shall not violate any Intellectual Property Rights of any person, body or association and shall be held responsible for any such violation under the relevant laws of the land.

**21. TARIFF AND CHARGE**

21.1 The Licensee shall before commencing to provide any Service, submit to the Commission in writing as per the provisions of section 48 of the Act, written tariff chart or schedule containing the maximum and minimum charges that it proposes to charge for the Service, with detailed justification behind every proposed charges.

21.2 The Licensee shall not start providing any Service before obtaining the written approval of the Government for its tariff.

21.3 As soon as the Government accords approval to the tariff proposal submitted by the Licensee, the Commission shall publish the same in the form and manner approved by the Government, if necessary including additional information.

21.4 In respect of charges the Licensee shall remain bound to follow the principles of non-discrimination as provided in section 50 of the Act.

**22. BILLING AND METERING**

22.1 The Licensee shall provide to the subscribers a clear and concise statement of charges timely and on 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 for any charges which it has not disclosed to the subscriber in its published tariff and/or terms and conditions.

22.2 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 as and when required or requested.

22.3 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.

**23. SUBSCRIBER CONFIDENTIALITY**

The Licensee shall maintain confidentiality in respect of all information provided by the subscriber except disclosure in the following situations 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 any law, rule or regulation or Court.

**24. NATIONAL EMERGENCIES**

The Licensee shall provide with necessary access and extend all cooperation to the officer of Detective or Intelligence Branch, National Security Intelligence, Investigating Agency or Law Enforcing Agency (LEA) for Lawful Interception (LI) as and when authorized by the Government under section 97A of the Act.

**25. ACCOUNTS AND RECORDS**

- 25.1 The Licensee shall maintain separate accounts and other records, in accordance with acceptable accounting practices. The Licensee shall at all times, maintain full and accurate books of accounts and other records reflecting all financial matters, in accordance with the sound and acceptable accounting practices. The Commission reserves the right to issue instructions to the Licensee relating to the procedure of maintaining accounts and records from time to time.
- 25.2 The Licensee shall submit certified copies of its financial records and yearly audited accounts to the Commission. The Commission shall have the access to originals of such records and accounts as and when required.
- 25.3 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.
- 25.4 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 bank accounts in operation. The Licensee shall have to submit monthly statement of all the accounts to the Commission within 10<sup>th</sup> day of the following Gregorian calendar month.

**26. INFORMATION AND INSPECTION**

- 26.1 The Licensee shall ensure delivery, at such time and in such manner as may be specified by the Commission, of all such documents, accounts, estimates, return or other information as the Commission may require in connection with the performance of its functions and duties under this Act and regulations.
- 26.2 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.
- 26.3 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.
- 26.3 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.

**27. REPORTS**

- 27.1 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 that may be asked for by the Commission from time to time.
- 27.2 The Licensee shall publish Annual Report of its Service Performance within 6 (six) months of the end of each financial year. Such report should contain, inter alia, network expansion, position of different services provided and offered to the subscribers, number of subscribers connected, number of applicants waiting for connection, number of complaints received, number of complaints remedied, etc. The Commission may, from time to time, issue instructions in this regard, 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,

## **28. TRANSFER OF SHARE**

Where the Licensee is a company, society or partnership, the compulsory obligation of such Licensee will be to take prior approval of the Government, through the Commission in the following cases:-

- (i) any change in the ownership or share capital of the company, society or partnership, which has the effect of transferring the control over the activities under the License;  
or
- (ii) merger of the company, society or partnership with any other company or enterprise.

## **29. DISPOSAL OF APPARATUS AND OTHER PROPERTY**

The Licensee shall have to take permission in writing of the Commission before disposal of any apparatus being used in providing the service under this License and other properties relating to this License.

## **30. CONSERVATION OF ENVIRONMENT**

The Licensee shall remain duty bound to comply with the provisions of the Bangladesh Environment Conservation Act, 1995 and the rules made thereunder in installing equipments and apparatus to render the service under this License and in maintaining and disposal thereof.

## **31. SUSPENSION, CANCELLATION AND FINES**

- 31.1 The Government may, for any of the reasons mentioned below, take steps to suspend this License, if the Licensee -
- (a) is at present such a person that if he were an applicant for this License, his application would have been disallowed on any of the grounds specified in sub-section (3) of section 46 of the Act;
  - (b) had obtained this License by suppressing his disqualification specified in section 46 of the Act;



#

- (c) has failed to start providing the service within the time limit specified in this License; or
  - (d) has contravened any provision of the Act or rules or regulations made thereunder or any condition of this License.
- 31.2 Where a reply is furnished by the Licensee pursuant to the notice under sub-section (2) of section 46 of the Act, the Commission, upon consideration of such reply, may, with or without condition-
- (a) direct the Licensee to take necessary corrective measures;
  - (b) cancel this License taking prior approval of the Government;
  - (c) suspend this License for a specified period and direct the Licensee to take necessary corrective measures;
  - (d) direct the Licensee to make payment of an administrative fine not exceeding 500 (five hundred) crore taka and, in an appropriate case, also direct necessary corrective measures;
  - (e) take both the actions specified in clauses (c) and (d).
- 31.3 In the event of suspension of this License under section 46 of the Act, the Commission may, with prior approval of the Government, appoint an Administrator or Receiver in order to maintain continuity of services, development activities and maintaining of accounts and other records relating to this License.
- 31.4 The Licensee shall not be entitled to any compensation for damage caused by any action under section 46 of the Act, nor shall he be entitled to raise such claim before any court or other authority.

## **32. OBLIGATION TO TAKE OTHER LICENCE**

This License shall not absolve the Licensee from the obligations of the provisions of section 55 of the Act or of the provisions of other laws.

## **33. MISCELLANEOUS**

- 33.1 The Telecom VAS Operator Licensing Guidelines, 2012 (No. BTRC/....., date: - -2011) shall form an integral part of the Licence.
- 33.3 Reporting of the licensee will not be limited to the Commission, if it falls under the jurisdiction of any other regulatory authorities in Bangladesh; in that case it shall remain liable to follow the concerned rules and regulations.
- 33.4 The Commission may alter, change, modify and/or add any terms and conditions of the License including applicable fees at any time in public and industry interest as per the Bangladesh Telecommunication Regulation Act, 2001.
- 33.2 The Commission reserves exclusive right and authority to explain or interpret any provision of the guidelines / the License, if any confusion arises regarding the actual sense or import

#

#

of any provision of the License. The explanation of the Commission shall be final and binding on the Licensee.

- 33.3 The Licensee shall not engage in any anti-competitive conduct nor shall discriminate nor create any inconvenience to any person whatsoever.
- 33.4 The Schedules annexed herewith shall form integral part of the License.
- 33.5 All correspondences shall be in writing and will be sent to the Licensee's registered place of business.
- 33.6 Unless otherwise stated –  
#
- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of the 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 the 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 the 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 the License, respectively.
- 33.7 None of the provisions of the 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 the License shall be construed as a waiver of any other provision or of the same provision on another occasion.
- 33.8 This License shall be governed by and construed in accordance with the laws of Bangladesh.
- 33.9 The Licensee shall perform under this License with due diligence, willingly, conscientiously, faithfully and to the best of its professional skill and ability which must be satisfactory to the Commission.
- 33.10 Each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. In the event that any provision of this License shall be deemed to be unlawful or unenforceable, that provision shall be deemed severed from this License, but every other provision in this License shall remain in full force and effect. In substitution for any such provision held unlawful or unenforceable, there may be substituted a provision of similar import reflecting the original intent of the Commission to the extent permissible under law.

#

#

33.11 Subject to the applicable laws and amendments hereto, in all cases this License shall prevail over the Guidelines, Schedule or Annexure, any notice, correspondence, form or anything else inconsistent with this License. And any such document, to the extent of its inconsistency, shall be void and, hence, shall have no legal effect. In other words, if any conflict arises between any provision of this License and any provision of the Guidelines, Schedule or Annexure or any other document whatsoever, the provision of this License shall prevail.

33.12 Notwithstanding anything in this License to contrary, provisions which by their terms are deemed to survive, shall survive the cancellation of the License howsoever caused.

33.13 This License is in English language only, which language shall control and prevail over any version or translations which may hereafter be made.

#

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

Signed on this .....day of ....., 201...  
for and on behalf of the

**Bangladesh Telecommunication Regulatory Commission**

Deputy Director  
Legal and Licensing Division, BTRC

#### **SCHEDULE-1**

[Clause-4 of the Guidelines and Clause-1 of the License]

*Page 35 of 39*

#

## INTERPRETATION, DEFINITION 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 Operator (ANS Operator)/Platform Provider/Network Owners/Provider”** means the PSTN Operator, Cellular Mobile Phone Operator, Cable Service Provider, Internet Service Provider, Broadband Wireless Access Operator and IPTSP 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 Telecom VAS Operator License.
4. **“[Application Developer (AD)]”** means any kind of entity who develops New/Value-Added Services, Contents and Applications related with Telecommunications/ICT.
5. **“[Content Provider (CP)]”** means any kind of entity who provides New/Value-Added Services, Contents, and Applications related with Telecommunications/ICT.
6. **“Commission”** means the Bangladesh Telecommunication Regulatory Commission (BTRC) established under the Bangladesh Telecommunication Regulation Act, 2001.
7. **“CDMA”** means Code Division Multiple Access which includes Cellular Mobile Standard Operating CDMA Cellular Mobile Phone service or for operating or maintaining such system or service or for using radio apparatus.
8. **“e-commerce”** means any financial or financial like transaction taking place through any telecommunication device e.g. a mobile phone, computer etc.
9. **“Government”** means the Government of the People’s Republic of Bangladesh.
10. **“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.
11. **“Interconnection”** means interconnection defined in section 2(2) of the Act.
12. **“Interconnection Exchange (ICX)”** means Interconnection Exchange defined in regulation 3(7) of Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulation, 2004.
13. **“International Gateway (IGW)”** means International Gateway defined in regulation 3(11) of Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulation, 2004.
14. **“International Internet Gateway (IIG)”** are switching systems through which International Internet traffic is sent and received. IIG allows physical monitoring of the internet/traffic flow.

15. **“Infrastructure”** means all telecom related equipment (Hardware and Software) including GSM/CDMA Cellular Mobile equipment
16. **“Operator”** means Telecom VAS Operator.
17. **“License”** means an authorization issued, with prior approval of the Government, by the Commission under Section 36 of the Act, for establishing, operating and maintaining Telecom Value Added Services in Bangladesh.
18. **“Licensee”** means the holder of this License i.e. the person titled as .....to whom the Commission has issued this License.
21. **“Network/Solution/Platform provider”** means content aggregation platform currently served by Mobile/PSTN operators. Separate licensing on Content Aggregation is in progress where the CP/AD will get access to single point.
22. **“PSTN”** means Public Switched Telephone Network licensed by the Commission.
23. **“Quarter”** means a period of three months of the Gregorian calendar year.
24. **“Regulation”** means, regulations made by the Commission under the Act.
25. **“Subscriber”** means any person or legal entity that avails the service from the Licensee.
26. **“Sister Concern”** means if two or more companies are owned or controlled by the same entity or person.
27. **“Subsidiary”** in business matters, is an entity that is controlled by a separate higher entity. The controlled entity is called a company, corporation, or limited liability company; and in some cases can be a government or state-owned enterprise, and the controlling entity is called its parent (or the parent company).
28. **“Telecommunication”** means telecommunication defined in section 2(11) of the Act.
29. **“Telecommunication Service”** means telecommunications services defined in section 2(15) of the Act, 2001.
30. **“Telecommunication System”** means Telecommunications System defined in section 2(13) of the Act, 2001.
31. **“Tariff”** means tariff defined in section 2(16) of the Act, 2001.
32. **“VAS (Value Added Service)”** means all services (of Open/Universal/Platform Independent, not any operator/system dependent) beyond standard voice calls and fax transmission (but not IP based solution) such as Content Provider, Application Developer, SMS contents, ring tones, wall papers, games, java/software applications, software/application/service gadgets, desktop/web applications, International Connection (RUIM/SIM etc.) Distribution, Domestic/International Calling Card Service, Domestic/International Recharge, IVR, ITFS, LTFS, MMS, RBT, e-services (i.e. e-governance, e-commerce, etc.), m-services (i.e. m-commerce, m-banking, m-web etc.),

virtual phone, Services dealing with Network APIs etc. and all these content, content provisioning platform, equipment, systems, SDP (Service Delivery Platform), CMS (Content Management Systems) and/or any other related service/content/application/system approved by the Commission as used by telecom subscribers.

33. **“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”.

34. **Abbreviations**

- 34.1 ANS - Access Network Services.
- 34.2 AoA - Article of Association
- 34.3 CSR - Corporate Social Responsibilities
- 34.4 CEO - Chief Executive Officer
- 34.5 CoI - Certificate of Incorporation
- 34.6 EDGE - Enhanced Data-Rates from GSM Evolution.
- 34.7 ENUM- tElephone NUMber Mapping.
- 34.8 ETSI-ES- European Telecommunications Standard Institute- European Standard
- 34.9 GSM - Global System for Mobile
- 34.10 ICX - Interconnection Exchange.
- 34.11 IGW - International Gateways.
- 34.12 ILDTS- International Long Distance Telecommunication Services.
- 34.13 IP - Internet Protocol.
- 34.14 ISO - International Organization for Standardization
- 34.15 ISP - Internet Service Provider.
- 34.16 IX - Internet Exchange.
- 34.17 ICT - Information and Communication Technology
- 34.18 ITU - International Telecommunication Union
- 34.19 ID - Identification
- 34.20 IMEI - International Mobile Equipment Identity
- 34.21 IPR - Intellectual Property Rights
- 34.22 LEA - Law Enforcing Agencies
- 34.23 LI - Lawful Interception.
- 34.24 LAN - Local Area Network
- 34.25 MoA - Memorandum of Association
- 34.26 MoPT - Ministry of Post and Telecommunication
- 34.27 MNO - Mobile Network Operator
- 34.28 MD - Managing Director
- 34.29 MVNO- Mobile Virtual Network Operator
- 34.30 NGN - Next Generation Network.
- 34.31 POP - Point of Presence.
- 34.32 POI - Point of Interconnection.
- 34.33 QoS - Quality of Service.
- 34.34 RUIM - Removable User Identity Module
- 34.35 SLA - Service Level Agreement
- 34.36 STM-x- Synchronous Transfer Mode (Fibre Channel Card)
- 34.37 SIM - Subscriber Identity Module
- 34.38 SMS - Short Message Service
- 34.39 TIN - Tax Identification Number
- 34.40 VAT - Value Added Tax

#

- 34.41 VMS - Voice Message Service
- 34.42 VoIP - Voice over Internet Protocol.
- 34.43 VSAT - Very Small Aperture Terminal.

#