



# **BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

**IEB Bhaban, Ramna, Dhaka-1000**

No. BTRC/LL/IP Telephony (276)/2008-260(1)

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## **AMENDED REGULATORY AND LICENSING GUIDELINES**

**FOR**

## **INTERNET PROTOCOL TELEPHONY SERVICE PROVIDER LICENSE**

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## **BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

### **Amended Regulatory and Licensing Guidelines for Internet Protocol Telephony Service Provider (IPTSP) License**

#### **1. INTRODUCTION**

- 1.1 The Bangladesh Telecommunication Regulatory Commission (“the Commission”) has been granted powers under section 36 the Bangladesh Telecommunication Act 2001 (Act No. XVIII of 2001) (“the Act”) to issue Licenses for the operation and provision of telecommunication services, and to determine the eligibility criteria and other general terms and conditions of Licenses.
- 1.2 Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue Guidelines on Licensing Procedure of Internet Protocol Telephony Service Provider (IPTSP) as envisaged in the Licensing (Procedure) Regulation 2004.
- 1.3 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, decrees, orders, decisions, guidelines, directives and 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 or a fine or both.
- 1.4 These Guidelines, may be withdrawn, revised, updated or amended from time to time, without any prior notice, to take into consideration various factors including, but not limited to, any threat to public health, national security and statutory or Court orders.

#### **2. OBJECTIVES**

- 2.1 These Guidelines are intended to provide an overview of the licensing and regulatory framework for Applicant(s) seeking to obtain a License to provide and operate Internet Protocol Telephony Service in Bangladesh.
- 2.2 These Guidelines have been prepared taking into account the objectives of the Government to facilitate the introduction of Internet Protocol Telephony (IP Telephony) in Bangladesh. The objectives are:
  - 2.2.1 To provide easy and affordable telecommunication services to the common people of the country by introducing and promoting IP Telephony.
  - 2.2.2 To sustain already grown young entrepreneurs and to grow more such entrepreneurs in the rural areas thereby solving unemployment problem to a great extent.

### **3. ABBREVIATIONS AND DEFINITIONS**

The abbreviations and definitions of the terms used in this document are annexed herewith as Appendix 1 and Appendix 2 respectively. The abbreviations and definitions of the terms used in this document are annexed herewith as APPENDIX-1 and APPENDIX-2 respectively.

### **4. GENERAL REQUIREMENTS**

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

- (a) The Bangladesh Telecommunication Act, 2001 (Act No. XVIII of 2001).
- (b) The Wireless Telegraphy Act, 1933 and The Telegraph Act, 1885, for matters that are not covered by the Bangladesh Telecommunication Act, 2001.
- (c) Any Regulation/Directives/Instructions made or to be made by the Commission.

4.2 The Licensee shall install, operate and maintain the IP Telephony Service as guided in these guidelines.

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

- (i) He is an insane person;
- (ii) He has been sentenced by a court under any law, other than this Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (iii) He has been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (iv) He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- (v) He has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
- (vi) His License has been cancelled by the Commission at any time during the last 5 (five) years;
- (vii) If prosecution is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for illegal call termination using VoIP technology or for violation of the Act.

4.4 In addition to the mandatory grounds for disqualification for applying for a License, the Commission shall also consider whether the Applicant(s) satisfies other criteria including but not limited to:

- (a) Whether the Applicant(s) has sufficient management and financial capacity to operate the activities pertaining to IP Telephony Services for which the License will be awarded;
- (b) How far the issuance of the License will serve the public interest and national security.

## **5. ELIGIBILITY**

According to ILDTS Policy 2007 IPTSP License will be issued by the Commission only to the ISP License holders except PSTN / PLMN operators having ISP License. This License will be termed as Internet Protocol Telephony Service Provider (IPTSP) License.

## **6. APPLICATION FORM**

The applicant shall submit Application for IPTSP Services Operator License to the Commission in the prescribed Form duly filled in, signed and sealed, together with all the necessary documents and information indicated in the Application Information Instructions at APPENDIX -6.

## **7. AFFIDAVIT**

The applicant shall submit and Affidavit attested by Notary Public in Tk. 150/- non-judicial stamp according to the format as given in APPENDIX-8.

## **8. RESPONSIBILITIES OF THE LICENSEES**

- 8.1 IPTSP Licensee will provide international and domestic voice calls over IP based Internet and/or managed IP based network(s). IPTSP Licensee will provide PC to Phone, Phone to PC, Phone to Phone or any other usages based on IP Telephony voice service to subscribers.
- 8.2 PC to PC non-business voice traffic will be out of the scope of Licensing. However, the Internet based non-business voice traffic should not exceed the limit decided by the Commission.
- 8.3 IPTSP Licensee will also provide Internet Services as per the condition of ISP License. The terms and conditions of ISP License will be also applicable to the IPTSP License. The Licensee shall not provide any services other than those specified in the License and ISP License.
- 8.4 The Licensee shall be responsible for installation, testing and commissioning of all the equipment to provide the service. The Licensee shall supply to the Commission copies of literature, drawing, etc., of the equipment installed for commissioning the service.
- 8.5 The Licensee shall start providing the service to its subscribers within 6 (six) months of issuance of the License and shall inform the Commission, in writing, the proposed date of commissioning the service at least 15 (fifteen) days ahead. The Licensee shall submit to the Commission detail report of performance tests conducted by him at least 7 (seven) days before commissioning the service.
- 8.6 The Licensee shall provide IP Telephony connection to the subscribers of its Licensing Area. The Licensee shall not refuse to provide connectivity to anybody within the service area unless such connectivity is legally untenable or technically not feasible.
- 8.7 The Licensee shall clearly indicate to the subscribers, at the time of entering into contract with such subscribers, about the specifications and the quality of the service.
- 8.8 The Licensee shall take adequate steps to prevent harmful emission from their system hazardous to environment and shall take special care in respect of storage, usage and disposal of batteries to be used in the installations and systems of the Licensee.

- 8.9 The Licensee shall refrain from causing interference with the systems of other operators Licensed by the Commission or the systems of Government agencies.
- 8.10 The Licensee shall not do anything while providing IP Telephony services which is against the national security, interest and culture.
- 8.11 The Licensee shall take prior permission from the Commission before initiating import of any equipment necessary to perform under the IPTSP License. Importers of VoIP adapters or IP Phones must take prior permission from the Commission.
- 8.12 The Licensee shall not sell any equipment imported by them under the IPTSP License to anybody without any prior written permission of the Commission. In case the Licensee intends to sell any equipment he will apply to the Commission stating the specification of such equipment, particulars of import of the same, reasons for sell and particulars of the prospective buyer.
- 8.13 In cases of failure to provide service or discharge any responsibility under the IPTSP License or any law for any reason whatsoever beyond control of the Licensee like war, civil commotion, general strike, sabotage, fire, flood, cyclone, tornado, tidal surge, tsunami, earthquake, explosion, epidemic, quarantine restriction, order of the Government or Court or law enforcing agency or the Commission, the Licensee shall, within three days of commencement of any such event, notify, in writing, both the Commission and the subscribers. If duly notified the subscribers shall not have any right to claim any damage from the Licensee. The Licensee shall have to undertake all out efforts to resume the service soon after such event comes to an end or ceases to exist. The decision of the Commission fixing the date from which the service should be so resumed by the Licensee shall be final and binding upon the Licensee. The force majored events noted in this clause shall not in any way cause extension of the period of this License and shall not be any ground for non-payment or delay in payment of any fee or charge.
- 8.14 If the Licensee intends to cease to provide service under the IPTSP License, the Licensee shall give notice of such intention, in writing, to the Commission and to the subscribers, if any, 3 (three) months before such intended stoppage of service.
- 8.15 The Licensee shall keep the original copy of the License in the Licensee's registered Head Office and attested photocopies of the same at branch office(s), if any.
- 8.16 The Licensee shall prior to any installation or maintenance work on the systems obtain all necessary permissions from the relevant authorities or governmental departments for works on land owned or controlled by any Government or local authority or statutory body, and from the relevant owner or occupier for works on any private land.
- 8.17 If third party owned or Licensed property is affected as a result of the installation and/or maintenance work, the Licensee shall seek the applicable third party's consent prior to displacing or hindering with telecommunication lines, gas or water pipes, drains or sewers, or tubes, casings, ducts, wires or cables or other third party properties or equipment.
- 8.18 The Licensee shall be solely liable for any losses, damages, claims, costs or expenses caused, arising from or in connection with any installation and/or maintenance work in public and private areas.

## **9. TYPES AND NUMBERS OF LICENSE**

- 9.1 There will be two types of IPTSP License. These are Nationwide IPTSP License and Zonal IPTSP License. Nationwide IPTSP Licensee will provide IP Telephony connections to the subscribers throughout the country. Zonal IPTSP Licensee will provide IP Telephony connections to the subscribers in the respective zone only.
- 9.2 The Nationwide ISP Licensees will be eligible to apply for the Nationwide IPTSP License and the Zonal ISP Licensees will be eligible to apply for the Zonal IPTSP License in the respective zone. The details of Licensing Areas are given at APPENDIX-3.
- 9.3 The Licensing procedure for IP Telephony Services will be an open Licensing procedure. Depending on the requirement, eligibility, terms and conditions of these guidelines the Commission will issue IPTSP License to the Applicants.
- 9.4 Subject to the provisions of section 36 of Bangladesh Telecommunication Act, 2001 an applicant who fulfils the conditions may apply to the Commission for IPTSP License in prescribed form with necessary documents until and unless the Commission directs otherwise.

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

- 10.1 Unless otherwise cancelled or surrendered by the Licensee earlier, subject to the validity of ISP License, timely payment of necessary fees, charges etc., and compliance by the Licensee with the terms and conditions as may be prescribed by the Commission from time to time, the IPTSP License shall remain valid for 15 (fifteen) years.
- 10.2 Upon expiry of the initial term (15 years from the date of issuance of License), the License may be renewed for subsequent terms, each of 5 (five) years in duration, subject to the approval from the Commission and to such conditions, including the terms and conditions of the License and the payment of any fees, as may be specified herein and/or by the Commission under the Act.
- 10.3 This License shall be issued on non-exclusive basis, that is, the Commission may grant similar License in favor of other applicant(s) for the same service in the same area.

## **11. LICENSE AWARDING PROCESS**

- 11.1 The selection method for the evaluation of applications will be based on several criteria. The Commission, upon evaluation, will select the appropriate Applicant(s) for awarding IPTSP License. In addition to the terms and conditions mentioned in this guideline the applicant(s) shall also have to fulfill the following criteria for applying to avail IPTSP License:

| Details                 | Nationwide | Central Zone | South - East Zone | North - East Zone | South - West Zone | North - West Zone |
|-------------------------|------------|--------------|-------------------|-------------------|-------------------|-------------------|
| Minimum ISP Subscribers | 1000       |              | 500               |                   | No Limitation     |                   |

- 11.2 The Commission will also evaluate followings before awarding License to the Applicants-
- Percentage (%) of Coverage in rural area among total Coverage Area;
  - Details of wired and wireless network;



- c. Number of School, College, University connected by the ISP;
- d. Present value of Investment;
- e. Use of total Bandwidth last year;
- f. Per Subscriber Average Bandwidth (Dial-up, Broadband, Corporate);
- g. Number of VSAT (If Applicable);
- h. Number of POP;
- i. Number of Category A, Category B and Category C ISP Licensee connected to the Licensee;
- j. Trade License (updated);
- k. Certificate of Incorporation, Memorandum and Articles of Association (if any);
- l. Bank Solvency Certificate;
- m. Statement of payment for the preceding year made to the Satellite Company through the Local Bank Transaction for VSAT (If Applicable);
- n. Payment Certificate of VAT and TAX for Last 3 (three) Years (If Applicable);
- o. Business Rollout plan for next five years.

## **12. STANDARD SERVICE NETWORK CONNECTIVITY**

- 12.1 IPTSP operators will ensure connectivity between ICXs, NIXs and the subscribers. IPTSP operators will provide IP Telephony services to end users directly through their own access network or managed IP based network (Access networks of third party). IPTSP operators will be connected to IGWs through ICXs. IGWs will be connected to submarine cable network. Network Topology for Voice and Data Services is shown at APPENDIX 4.
- 12.2 All International IP Telephony voice calls (Terminated to and Originated from Bangladesh) will be routed through ICXs and IGWs according to the ILDTS Policy. Interconnection of International IP Telephony voice calls among IPTSP operators will be through ICXs. The Licensee shall not bypass Licensed IGW and ICX in transmitting International incoming and outgoing voice calls. The Licensees are not allowed to provide IP Telephony voice calls through VSAT/ VSAT Hub/ IIG(s).
- 12.3 All Domestic IP Telephony voice calls within own network (Intranet) will be routed directly by the IPTSP Operators to its own subscribers only.
- 12.4 All Domestic Inter-operator voice calls among the IPTSP Operators will be routed through NIX. But Inter-operator Domestic IP Telephony voice calls to other ANS Operators will be routed through ICX. (Block Diagram of IP Telephony Voice Service Network is given in APPENDIX 5).
- 12.5 All the required equipment, software and services for interconnection related to International and Domestic IP Telephony voice calls will be provided by ICX operators at the premises of ICX. IPTSP operators will be connected to the ICXs at their own arrangement (including transmission media).

- 12.6 The IPTSP operators will connect the subscribers employing appropriate equipment and technology using their and other operators' Access Networks and Backbone Networks following the Infrastructure Sharing Guidelines of the Commission. In absence of Access Network or Backbone Network in a particular area the Commission may authorize upon application, the IPTSP Licensees to build their own Access Networks or Backbone Networks in that particular area.
- 12.7 All the Licensed operators shall share the infrastructures as per Infrastructure Sharing Guidelines of the Commission. They will not be allowed to build their own network when existing infrastructure of other operators are available for sharing. The pricing for sharing infrastructure (including backbone) shall be as per Infrastructure Sharing Guidelines of the Commission.
- 12.8 Where it deems necessary, the Commission may direct the Licensee to share facilities and/or infrastructure with other Licensees and the Licensee shall cooperate and work with other Licensees to submit plan for sharing of facilities/infrastructure to the Commission.

### **13. NUMBERING SCHEME**

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

### **14. INTER- OPERABILITY & INTERCONNECTIVITY**

- 14.1 IPTSP operators will ensure inter-operability and associate inter-networking compatibility with the PSTN operators, Mobile operators and other voice service providers in that of addressing, in particular for calling an IP Telephone from a PSTN Telephone, Mobile Phone, other voice service providers, PC and vice-versa.
- 14.2 IP Telephony services must be interoperable with the existing and NGN technologies and equipment. The Licensee shall design and maintain its IP Telephony network(s) in accordance with directions issued by the Commission and shall comply with

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

14.3 For ensuring interoperability and to provide IPTSP services under these guidelines the Licensee shall make Service Level Agreement with the appropriate other Licensees of the Commission and shall:

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

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

## 15. ROLLOUT OBLIGATION

15.1 Roll out obligation is applicable to the IPTSP Licensee(s) who shall obtain license under these guidelines.

15.2 **Rollout Obligation for Nationwide IPTSP Licensee(s):** Nationwide IPTSP Licensee(s), from date of the issuance of License, shall have to provide IPTSP services as follows:

| <b>Minimum Subscribers:</b> | <b>1st year</b> | <b>2<sup>nd</sup> year</b> | <b>3rd year</b> | <b>4th year</b> | <b>5th year</b> |
|-----------------------------|-----------------|----------------------------|-----------------|-----------------|-----------------|
| Central Zone                | 250             | 300                        | 350             | 400             | 450             |
| North – East Zone           | 50              | 75                         | 100             | 125             | 150             |
| North – West Zone           | 50              | 60                         | 75              | 100             | 125             |
| South – East Zone           | 100             | 125                        | 150             | 175             | 200             |
| South – West Zone           | 50              | 60                         | 75              | 100             | 125             |
| Total Subscribers           | 500             | 620                        | 750             | 900             | 1050            |

15.3 **Rollout Obligation for Zonal IPTSP Licensee(s):** Zonal IPTSP Licensee(s), from the date of issuance of License, shall have to provide IPTSP services as follows:

| <b>Minimum Subscriber:</b> | <b>1<sup>st</sup> year</b> | <b>2nd year</b> | <b>3rd year</b> | <b>4th year</b> | <b>5th year</b> |
|----------------------------|----------------------------|-----------------|-----------------|-----------------|-----------------|
| Central Zone               | 250                        | 350             | 500             | 600             | 700             |

|                   |     |     |     |     |     |
|-------------------|-----|-----|-----|-----|-----|
| North - East Zone | 100 | 175 | 250 | 300 | 350 |
| North – West Zone | 75  | 100 | 150 | 200 | 250 |
| South – East Zone | 100 | 200 | 300 | 400 | 500 |
| South – West Zone | 75  | 100 | 150 | 200 | 250 |

## 16. FEES AND CHARGES

16.1 The Licensee shall pay the Commission all charges and fees within the time specified by the Commission for IP Telephony services. Fees and Charges for IPTSP License:

|   |   |  |
|---|---|--|
| 1 | Application Fee                                   | Tk. 5000.00 [Five Thousand]  |
| 2 | License Acquisition Fee                           | Nationwide: Tk. 10,00,000.00 [Ten Lac]<br>Central Zone: Tk. 8,00,000.00 [Eight Lac]<br>Other Zone: Tk. 2,00,000.00 [Two Lac] |
| 3 | Annual License Fee<br>(From 2 <sup>nd</sup> year) | Nationwide: Tk. 5,00,000.00 [Five Lac]<br>Central Zone: Tk. 4,00,000.00 [Four Lac]<br>Other Zone: Tk. 1,00,000.00 [One Lac]  |
| 4 | Revenue Sharing<br>(From 3 <sup>rd</sup> year)    | 2% of Annual Gross Revenue (AGR)   |
| 5 | Performance Bank Guarantee                        | Nationwide: Tk. 10,00,000.00 [Ten Lac]<br>Central Zone: Tk. 8,00,000.00 [Eight Lac]<br>Other Zone: Tk. 2,00,000.00 [Two Lac] |

16.2 All fees, charges etc, paid by the Licensee are non-refundable and are payable in favour of “Bangladesh Telecommunication Regulatory Commission (BTRC)” in the form of bank draft or pay order from any scheduled bank of Bangladesh. All the fees and charges of ISP License will be also payable by the Licensee to the Commission.

16.3 The License will be issued after payment of 50% of the License Acquisition Fee within 30 (thirty) calendar days after notification of award of the License. The rest 50% amount shall be payable within 90 (ninety) calendar days from the date of issuance of the License.

16.4 Gross Revenue Sharing: No Revenue (0%) shall be shared for the first 2 (Two) years from the date of issuance of the IPTSP License. From third year all Licensee shall pay a sum equivalent to 2% of the annual audited gross revenue (AGR) of the Licensee which shall be paid on a quarterly basis within the first 10 (ten) days at the end of each quarter on quarterly gross revenue. The total revenue share shall be reconciled on an annual basis based on the Licensee’s audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off any excess amount against quarterly payments in the next year. The percentage of revenue to be shared may be changed from time to time by the Commission and the licensee shall abide by it.

16.5 The annual License fee and the amount of revenue to be shared has 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% per annum as compensation to the Commission. If the amount along with late fee is not paid in full within 60 (sixty) days from the due date, such failure may result in cancellation of the License.

16.6 The Commission reserves the right to change License Acquisition fee, the Annual License fee, Revenue Sharing at any time which shall be binding on the Licensee.

## **17. PERFORMANCE BANK GUARANTEE**

17.1 The Licensee(s) shall submit Bank Guarantee as mentioned above in favour of “Bangladesh Telecommunication Regulatory Commission (BTRC)” within 30 (thirty) days from the date of issue of the License as per format given in APPENDIX-7.

17.2 As security for the performance of Licensee’s obligation, the Licensee shall deliver to the Commission an unconditional bank for the applicable amount with a validity of 5 (five) year from the date on which the License shall come into force, in a prescribed form (APPENDIX-7) issued by a scheduled bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. 127 of 1972)]

17.3 The bank guarantee will be reduced/encashed as per provisions of clause 18.

## **18. REDUCTION/ENCASHMENT OF PERFORMANCE BANK GUARANTEE (PBG) AMOUNT**

18.1 The Licensee having discharged all of its obligations under the License and meeting the targets as per clause 15 the value of the Bank Guarantee shall be reduced in the following manner; subject to the provision of the clause 18.2.

| Year            | Percentage (%) Reduction in PBG Amount |
|-----------------|--|
| 1st             | 20%                                    |
| 2nd             | 20%                                    |
| 3 <sup>rd</sup> | 20%                                    |
| 4 <sup>th</sup> | 20%                                    |
| 5 <sup>th</sup> | 20%                                    |

18.2 Any reduction in the value of the Guarantee shall not have effect unless the Licensee has submitted a request for reduction and the Commission has confirmed in writing the reduction.

18.3 If the licensee fails to meet the Rollout targets as stated in clause 15, the Bank Guarantee shall be encashed in favour of the Commission at the same rate indicated in clause 18.1.

## **19. TARIFF & PRICING**

19.1 The Licensee shall, before providing any Services, submit to the Commission in writing:

- (i) A tariff chart / schedule containing the maximum and minimum charges that it proposes to charge for the Services, and its justification for the charges; and
- (ii) The description of the Services, the terms and conditions and all other relevant information which it proposes to publish to its customers. The information to be published must be in a form that is readily available, current and easy to understand.
- (iii) Subscriber application forms for Services.

19.2 The Licensee shall not start providing any Services before obtaining the approval of the Commission for its tariff and shall comply with conditions as may be imposed by the Commission.

19.3 The Licensee shall obtain the written approval of the Commission before making any changes to the approved tariff charges.

19.4 Existing Interconnection Tariff of ICX, Inter-operator Interconnection charges and International Voice Calls Tariff of IGW will be applicable to the Licensee which may be revised from time to time by the Commission.

## **20. INTERCONNECTION AND INTERNATIONAL VOICE CALL TARIFFS**

### **i) For International Incoming calls:**

International incoming call termination rates are reviewed by the Commission from time to time. The current termination rate is minimum 0.04 US\$.

After deducting VAT (if applicable):

- (a) 15% (fifteen percent) of prevailing call rates (call rates to be determined by the Commission from time to time) to be paid to ICX by IGW operators.
- (b) 20% (twenty percent) of prevailing call rates (call rates to be determined by the Commission from time to time) to be paid to the licensee (IPTSP) by IGW Operators.

### **ii) For International outgoing calls (either to PSTN or mobile network):**

Existing call rate for International Outgoing calls to mobile network is Tk. 16.50 (Taka sixteen and poisha fifty) and to PSTN network is Tk. 6.00 (Taka six). For International Outgoing calls, a specific settlement amount would be paid to overseas networks. These rates will be reviewed time to time by the Commission. The following revenue distribution/ sharing is based on the balance amount only excluding VAT which is to be paid by the respective licensee.

- (a) Balance amount = Call rate - specific settlement amount payable to foreign carriers
- (b) Licensee shall keep 40% (forty percent) of balance amount.
- (c) Licensee shall pay 15% (fifteen percent) of balance amount to the ICX licensee.

- (d) Licencee shall pay to the IGW licensee as follows: the specific settlement amount payable to foreign carriers + 15% (fifteen percent) of balance amount.
- (e) Licencee shall pay 30% (thirty percent) of balance amount to the Commission.
- iii) The Licencee shall pay to ICX 10% (ten percent) of prevailing domestic Interconnection charge. Current Interconnection Charge is Tk.0.40 (poisha forty) only per minute. This rate will be reviewed time to time by the Commission.
- iv) After the deduction of the ICX charge (i.e. Tk. 0.04 per minute), the rest amount of the interconnection charge (i.e. Tk. 0.36 per minute) shall be equally shared between the call originating operator and the call terminating operator, that means the call originating operator shall keep 50% of the rest amount of interconnection charge (i.e Tk. 0.18 per minute) itself and shall pay the call terminating operator 50% (i.e. Tk. 0.18 per minute).

## **21. QUALITY OF SERVICE**

- 21.1 IPTSP operators must provide adequate bandwidth to the subscriber's access circuit for the provision of IP Telephony services to the end user.
- 21.2 The Licensee shall achieve the QoS standards as set out by the Commission from time to time in QoS guidelines.
- 21.3 The Commission may vary, change, amend, modify or revise the QoS standards from time to time without any prior notice and the Licensee shall comply with the new QoS standards imposed within the time period specified by the Commission. The Licensee shall submit to the Commission quarterly reports on its compliance with each of the QoS standards.
- 21.4 If the Licensee does not meet the QoS standards, the Commission may impose penalties. The Commission shall have the right to check and measure the QoS provided by the Licensee at any time during the currency of the License.

## **22. SECURITY AGAINST CYBER CRIME**

- 22.1 Security issues related to the IP Telephony voice service and the use of IP networks for the public telephony service should be widely identified by the IPTSP operators considering the present and future cyber crime activities.
- 22.2 Information should be encoded so as not to be read by unidentified recipients. It is essential that numbering/ addressing are operated securely such that stored information is not tampered with. It should not be possible to modify information in transit. It should be possible to check that senders are who they claim to be (authentication).

## **23. SUBSCRIBER CONFIDENTIALITY**

- 23.1 The Licensee shall maintain confidentiality in respect of all information provided by the subscriber except following situations:
  - (a) Where the disclosure of the information is necessary for the purposes of detecting, preventing or investigating crime in which case disclosure should only be made to persons authorized by the Commission;

- (b) Where disclosure is deemed necessary by the Commission or other national security and law enforcement agencies; and
  - (c) Where disclosure is ordered by a court of competent jurisdiction or so provided by law.
- 23.2 Further, the Licensee may only use any information provided by a subscriber for the following purposes:
- (a) Internal planning, provisioning and billing for services;
  - (b) Facilitating interconnection and inter-operability between Licensees;
  - (c) Other purposes approved by the Commission; and
  - (d) Providing assistance to national security and law enforcement agencies as specified by law.

## **24. LAWFUL INTERCEPTION**

- 24.1 IPTSP will provide the required equipment and technologies to the NMC location as per the requirement of NMC. Cost of connection to the NMC location, equipment and technologies will be beard by IPTSP operators.
- 24.2 LI system shall be extended with proper redundancy to NMC premises including transmission media, other necessary hardware and software for on-line and off-line monitoring, analysis of CDR/ IPDR.
- 24.3 The Licensee shall provide high capacity storage media, as per requirement, to store bulk CDR/ IPDR at NMC premises.
- 24.4 The Licensee shall also provide for on-line listening of Call Content (CC) as per ETSI and CALEA standard and storing of CC as specified by NMC.
- 24.5 The Licensee, as and when directed by the Commission, shall establish and maintain at its own cost, at the premises of the Commission and of the NMC, Lawful Interception System including transmission media, other necessary hardware and software for on-line and off-line monitoring.

## **25. MONITORING**

- 25.1 The Licensee shall extend one of its Operation and Maintenance (O & M) Control Consoles at the Commission premises. The facilities must be with original software and hardware to properly communicate with the Licensee's O & M software. The Licensee shall extend maintenance support of the supplied system. The terminal shall be equipped with sufficient primary storage and external storage to maintain traffic data, log files and CDR/ IPDR dump for 6 months.
- 25.2 The Licensee shall provide remote access to the Commission for inspection and monitoring purpose. All allocated IP addresses (Both Public and Private) have to be in the CDR/ IPDR. There will not be any second stage dialing code. MAC address of all devices used by both IP Telephony operators and their subscriber must be provided to the Commission on monthly basis.



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

## **26. BILLING AND METERING**

- 26.1 The Licensee shall provide a clear and concise statement of charges to its subscribers on a 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 subscribers for any charges, which it has not disclosed to the subscribers in its published tariff and/or terms and conditions, or for services that have not been sought for by the subscribers.
- 26.2 The Licensee shall take all reasonable steps to ensure that its billing and metering systems used in connection with the Services are reliable and accurate and capable of providing subscribers with itemized detailed billing if so requested at a reasonable charge for this service. However itemized detailed billing for International Long Distance calls will be provided free of charges.
- 26.3 The Licensee shall keep records of any metering systems used in such form as may be specified by the Commission and shall supply such records as and when called for by the Commission. Any tampering and/or manipulation of the billing system shall result in imposition of penalty by the Commission.
- 26.4 The Licensee shall maintain separate CDR/ IPDR for all voice calls through NIX and ICX.

## **27. REGISTRATION OF SUBSCRIBERS**

- 27.1 The Licensee shall maintain a register containing records of its subscribers and their particulars which shall be made available for inspection by the Commission and LEA. The records shall contain the following particulars of the subscribers:
- 27.1.1 Name, Address and National ID Number, Business Registration number of the subscriber, IP Telephony number and/or IP address of the subscriber;
  - 27.1.2 Date of activation of the subscriber's account; and
  - 27.1.3. Either MAC (media access control) address or IMEI of the IP phone/ATA/Dialup phone.

## **28. OTHER SUPPLEMENTARY SERVICES**

- 28.1 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.
- 28.2 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.

## **29. NATIONAL EMERGENCIES**

- 29.1 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 where issues of national security arise.
- 29.2 In the event of any war or war situation, internal national disorder (including strikes), urgent state of affairs or situations demanding national security, the Government may use equipment and the systems used by the Licensee for its IPTSP network.
- 29.3 In case of national emergency, declared by the State/President, the Government may suspend any particular activity of or a particular service provided by the Licensee. For public interest reasons, the Government may take over the possession of the IPTSP installations along with its employees to operate the Systems during the period of such emergency.

## **30. COMPLAINTS, DISPUTE RESOLUTION AND CONSUMER PROTECTION**

- 30.1 The Licensee shall prepare a customer charter of rights that sets out the minimum standards of service to the customers/subscribers of the Licensee and give guidance to the employees of the Licensee in their dealings with customers and subscribers. This charter shall be prominently displayed at all of the premises of the Licensee, and a copy shall be provided to customers upon request.
- 30.2 The Licensee shall publish information about the services it provides in a form, which is easily available to consumers. This shall cover 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 telecommunication equipment.
- 30.3 The Licensee shall inform subscribers all of its obligations under this License and in particular apprise its subscribers the obligations of the Licensee of confidentiality and specific use of information in accordance with clause of Subscriber Confidentiality Paragraph (Paragraph No. 23) of this guideline.
- 30.4 The Licensee shall operate a consumer friendly system, which will allow subscribers to lodge complaints to the Licensee in the event of a breach of any of the terms of this License.
- 30.5 The Licensee shall be responsive to the complaints lodged by the subscribers and maintain log of all complaints chronologically with details of action(s) taken indicating date and time on each complaint.
- 30.6 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 these complaints. The Licensee shall prepare the report in a format prescribed or approved by the Commission.
- 30.7 In the event of any differences or disputes with other operators and failure to resolve the differences or disputes among themselves, the Licensee may refer the matter to the Commission for resolution of the same. The Commission may decide as it considers appropriate to resolve the dispute and the same shall be binding on the concerned parties.

### 31. ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION AND DISCRIMINATION

31.1 **Anti-Competitive Conduct:** The Licensee shall not engage in anti-competitive conduct which in the view of the Commission hampers 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:

- (a) A service is priced at less than marginal costs for 2 (two) consecutive months;
- (b) Such costs discourage competitors from entering the market;
- (c) The Licensee is able to earn the full amount of the loss incurred during the period of price cutting;
- (d) Engaging in cross subsidizing where the revenues for a service is used to unfairly cross subsidize the price of other services or equipment;
- (e) 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;
- (f) Entering into exclusive arrangements which deny competitors access to services or equipment.

31.2 **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:

- (a) 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;
- (b) Degrading the availability or quality of a Licensee or competitor's services or systems or unfairly raising their business, operational or technical costs;
- (c) Unlawfully interfering with the suppliers or subscribers of the Licensee or its competitors;
- (d) Providing false or misleading information to other Licensees or competitors or to any third party.

31.3 **Discrimination:** 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.

### 32. ACCOUNTS

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

- 32.2 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.
- 32.3 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.
- 32.4 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 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.

### **33. REPORTS**

- 33.1 The Licensee shall furnish to the Commission on 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, QoS reports, traffic data of each installation as well as the type and capacity of the transmission links owned and taken on lease. In addition, the Licensee shall also be required to furnish any information on Systems and Services any time if asked for by the Commission.
- 33.2 The Licensee shall publish Annual Report of the company within 3 (three) months of the end of each financial year. The Commission may, from time to time, issue guidelines for the purpose as regards its contents, which will be obligatory on the Licensee to follow. In addition, the Licensee shall submit to the Commission 5 (five) copies of the audited financial statement of the company that will contain its balance sheet, profit and loss account, cash flow statements, plant capacity of local and trunk exchanges, number of subscribers connected or waiting for connection etc.

### **34. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY**

- 34.1 The Licensee shall take prior written permission of the Commission to take any loan. The Licensee shall not assign or pledged the License as security to take any loan.
- 34.2 The License and any right accrued hereunder shall not be transferred, wholly or partly, and as such transfer, if any shall be void.
- 34.3 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 subcontractors 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.

### **35. CHANGES IN MANAGEMENT**

- 35.1 The Licensee shall provide the Commission with information on its shareholding and management arrangements including particulars of its Chairman, Board of Directors and Chief Executive Officer.

- 35.2 The Licensee shall seek written approval of the Commission before making any change in its ownership or shareholding. Any change in the ownership or shareholding shall not be valid or effective without the prior written approval of the Commission.
- 35.3 The Licensee shall neither transfer any share nor issue new shares without prior written permission of the Commission. Any breach of the above conditions contained in the IPTSP License shall result in cancellation of the license.

### **36. INFORMATION AND INSPECTION**

- 36.1 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 demonstrations of the Services and the Systems if so deemed necessary.
- 36.2 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the Licensee's business for the purpose of enabling the Commission to perform its functions under the Act and provisions in the License. The Licensee shall promptly deliver any information or documents to the Commission upon request.
- 36.3 The Commission may appoint or engage its representatives to conduct surveys or to generate reports or studies for various matters including QoS, and the Licensee shall provide all parties, so authorized by the Commission with reasonable assistance as well as access to any information or documents.

### **37. AMENDMENTS**

The Commission has the right and authority to change, amend, vary or revoke any of the terms and conditions of these guidelines and also to incorporate new terms and conditions necessary for the interest of national security, or public interest, or any other reason, in consonance with the provisions of the Act and Regulations.

### **38. GROUNDS OF CANCELLATION OF THE LICENSE**

- 38.1 The Commission may cancel the License and the Licensee shall be liable for action as per Bangladesh Telecommunication Act, 2001 on the following ground including but not limited to –
- (i) If at any time any information furnished in the Application form for obtaining the License is found incorrect/ false.
  - (ii) If the Applicant obtain the License hiding the information as mentioned in the clause 4.3.
  - (iii) If required fees and charges are not paid by the Licensee as per the terms and conditions of the IPTSP License.
  - (iv) If the Licensee provides IP telephony voice call using VSAT/ VSAT HUB/ IIG.
  - (v) If the Licensee provide illegal IP Telephony voice call violating the terms and conditions of the IPTSP License.
  - (vi) Transfer of any share or issuance of new shares without prior written permission of the Commission.
  - (vii) Violation of any of the conditions of the IPTSP License.
  - (viii) Violation of any of the conditions of the ISP License.
  - (ix) Disclosing of any information to anybody/ performing of any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony.

- (x) If National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee.

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

### **39. MISCELLANEOUS**

39.1 The Licensee shall comply with all terms and conditions of the License, applicable legislation including the Bangladesh Telecommunication Act, 2001 and any applicable subsidiary legislation and all directions issued by the Commission from time to time.

39.2 The Licensee shall also comply with the provisions of any existing enactment, the rules and regulations made there under by the Government and/or the Commission, and the changes and modifications including any new enactments as may be considered expedient and necessary from time to time.

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

39.4 Violation of any of the conditions of the License may render the License to be cancelled.

39.5 The Appendix's annexed herewith shall form integral part of the license.

39.6 All correspondences shall be in writing and shall be sent to the Licensee's registered place of business.

39.7 Unless otherwise stated –

- (i) All headings are for convenience only and shall not affect the interpretation of the provisions of these 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 these guidelines 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;

39.8 None of the provisions of the License shall be deemed to have been waived by any act 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.

39.9 The License shall be governed by and construed in accordance with the laws of Bangladesh.

## **APPENDIX-1**

### **ABBREVIATIONS**

1. ANS – Access Network Services.
2. CDR – Call Detail Record.
3. ENUM – Telephone Number Mapping.
4. ETSI – European Telecommunications Standards Institute.
5. ICX – Interconnection Exchange.
6. IGW – International Gateway.
7. IIG – International Internet Gateway.
8. ITU – International Telecommunication Union.
9. ITU-T – ITU telecommunication standardization sector.
10. IPDR – Internet Protocol Detail Record
11. IMEI – International Mobile Equipment Identity
12. ILDTS – International Long Distance Telecommunication Services.
13. IP – Internet Protocol.
14. IPLC – International Private Leased Circuit.
15. ISP – Internet Service Provider.
16. IPTSP – IP Telephony Service Provider
17. LI – Lawful Interception.
18. MAC – Media Access Control.
19. NGN – Next Generation Network.
20. NIX – National Internet Exchange.
21. NMC – National Monitoring Center.
22. PLMN – Public Land Mobile Network.
23. PSTN – Public Switched Telephone Network.
24. QoS – Quality of Service.
25. VoIP – Voice over Internet Protocol.
26. VSAT – Very Small Aperture Terminal.

## APPENDIX-2

### DEFINITIONS

Unless the context otherwise requires, the different terms and expression used in the License shall have the following meaning assigned to them. Definitions not listed here are referred to ILDTS Policy 2007 and the Act.

1. “**Access Network Service Operators**” means the PSTN, Cellular, Cable Service Provider, ISP and other operators who have a direct access with the subscribers.
2. “**Act**” means the Bangladesh Telecommunication Act, 2001 (Act no. XVIII of 2001) as amended.
3. “**Application Form**” means a form prescribed for applying for the License for the operation of IP Telephony services.
4. “**ILDTS Policy 2007**” means the International Long Distance Telecommunication Services Policy 2007.
5. “**IP Telephony**” allows voice traffic as well as different types of data services to travel over data networks. The voice traffic can go over the Internet, Managed Network or Privately Owned Data Network.
6. “**Interconnections Exchange (ICX)**” refers to an installation which provides interconnections among the existing/future telecommunication networks and allows monitoring and Lawful Interception (LI) facilities.
7. “**International Gateways (IGWs)**” are the facilities through which uninterrupted international voice traffic is sent and received. IGW allows physical monitoring of the traffic flow and controls artificial high prices of traffic.
8. “**International Private Leased Circuit (IPLC)**” means international point to point leased circuit.
9. “**License**” means an authorization issued by the Commission under section 36 of the Act and Regulations issued by the Commission for providing IP Telephony services.
10. “**Point of Presence (POP)**” means setting up of switching center and transmission center of appropriate capacity to provide on-demand service of prescribed quality and grade of service in a non-discriminatory manner.
11. “**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 and satisfactory disposal thereof.
12. “**Quarter**” means a period of three months in the Gregorian calendar.
13. “**Regulation**” means, regulations made or will be made in the future by the Commission under the Act.



## APPENDIX-3

### LICENSING AREAS

The key criteria for the definition of Licensing zones is to ensure that the estimated demand of IP Telephony services in a Licensing area is economically sufficient to sustain the IPTSP operators. The Licensing zones, in addition to the National Licensing area, are as follows:

Central Zone

South-East Zone

North-East Zone

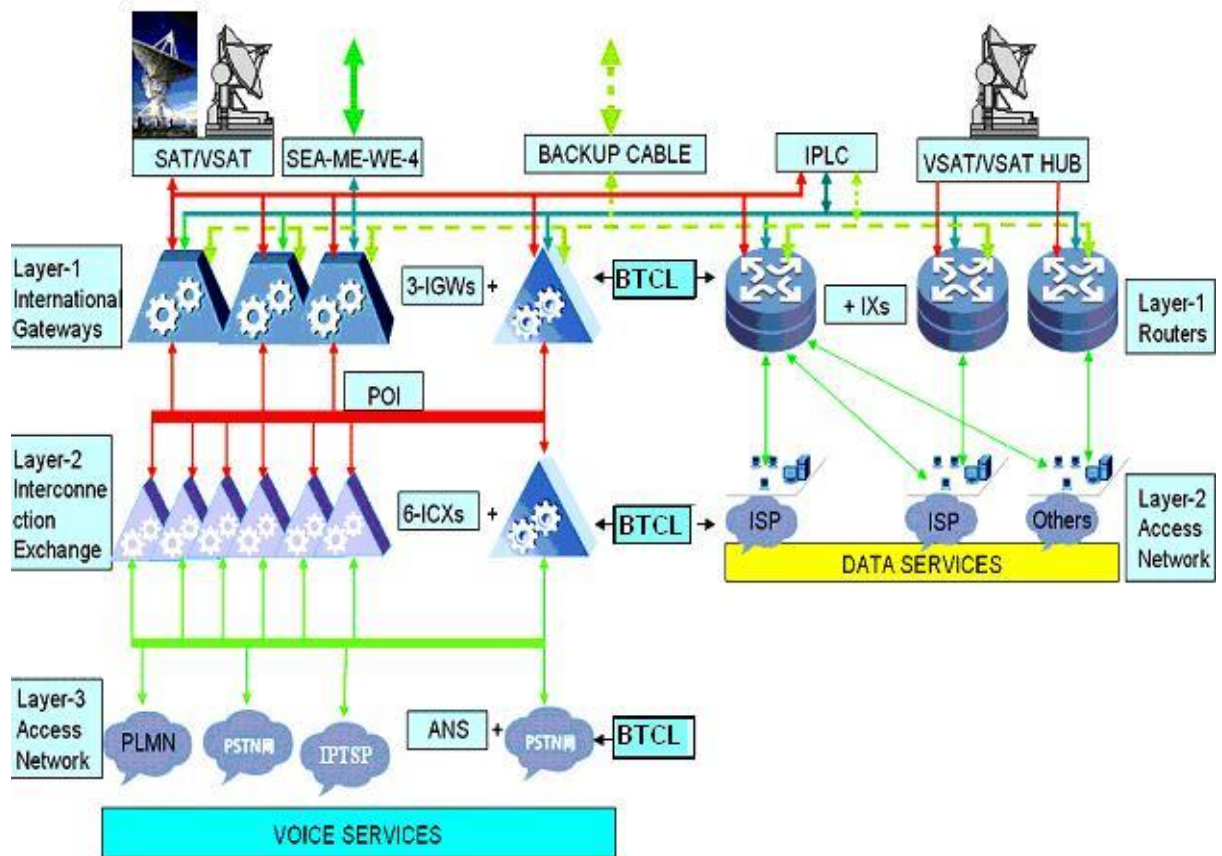
South-West Zone

North-West Zone

| Central Zone   | South-East  | North-East Zone   | South-West   | North-West Zone   |
|--|---|---|--|---|
| Dhaka City,<br>Zinzira & Savar<br>Narayanganj<br>Gazipur District<br>Tongi | Brahmanbaria<br>Comilla<br>Chandpur<br>Lakshmipur<br>Noakhali<br>Feni<br>Chittagong<br>Cox's Bazar<br>Khagrachari<br>Rangamati<br>Bandarban | Sunamganj<br>Sylhet<br>Habiganj<br>Moulvi Bazar<br>Sherpur<br>Jamalpur<br>Netrokona<br>Mymensingh<br>Kishoreganj<br>Tangail<br>Munshiganj<br>Manikganj<br>Norshingdi<br>Narayanganj excl.<br>District HQ<br>Gazipur excl.<br>HQ & Tangi<br>Dhaka excl. Dhaka<br>City, Zinzira & | Kushtia<br>Chuadanga<br>Meherpur<br>Jhenaidah<br>Magura<br>Jessore<br>Narail<br>Khulna<br>Satkhira<br>Bagerhat<br>Barisal<br>Bhola<br>Jhalakathi<br>Pirojpur<br>Barguna<br>Patuakhali<br>Rajbari<br>Faridpur<br>Gopalganj<br>Madaripur<br>Shariatpur | Dinajpur<br>Panchagarh<br>Thakurgaon<br>Pabna<br>Nilphamari<br>Lalmonirhat<br>Kurigram<br>Rangpur<br>Gaibandha<br>Bogra<br>Jaipurhat<br>Rajshahi<br>Natore<br>Naogaon<br>Sirajganj<br>Nawabganj |

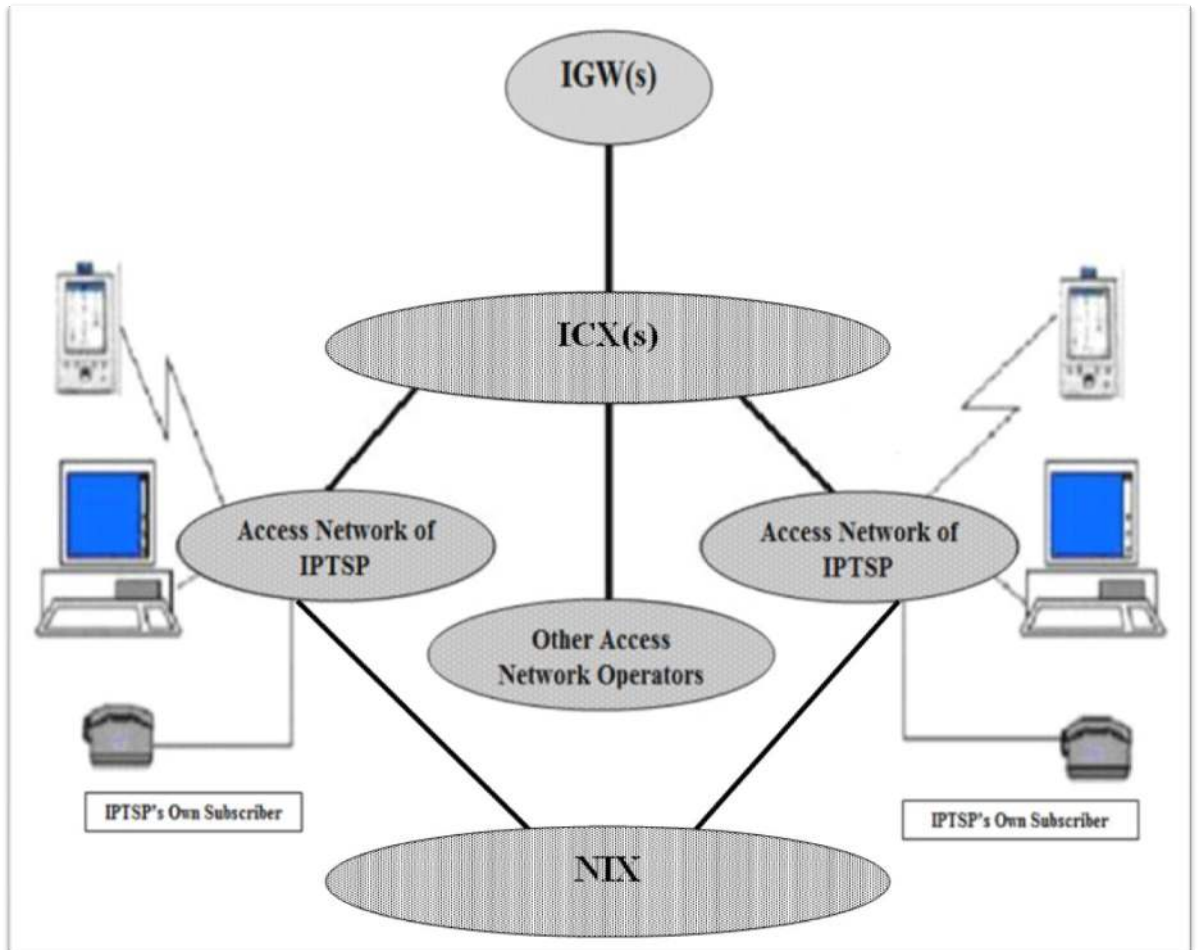
## APPENDIX-4

### NETWORK TOPOLOGY FOR VOICE AND DATA SERVICES



## APPENDIX 5

### BLOCK DIAGRAM OF IP TELEPHONY VOICE SERVICE NETWORK



## APPENDIX-6



বাংলাদেশ টেলিযোগাযোগ নিয়ন্ত্রণ কমিশন  
Bangladesh Telecommunication Regulatory Commission



### APPLICATION FORM

#### Internet Protocol Telephony Service Provider (IPTSP) License

##### A. Applicant Profile:

|  |  |   |
|--|--|---|
| 1. Name of Applicant                                       |  |   |
| 2. Registered Office Address                               |  |   |
| 3. Telephone & Mobile                                      |  |   |
| 4. Fax   |  |   |
| 5. E-mail  |  |   |
| 6. Website   |  |   |
| 7. Name of Authorized Signatory and Contact Person         |  |   |
| 8. Type of IPTSP License Applied for<br>(Tick Appropriate) | <input type="checkbox"/> Nationwide Or |   |
|  | <input type="checkbox"/> Zonal         | <input type="checkbox"/> Central Zone <input type="checkbox"/> North-East Zone<br><input type="checkbox"/> South-East Zone <input type="checkbox"/> North-West Zone<br><input type="checkbox"/> South-West Zone |

##### B. Details of Existing ISP License:

|                                |   |
|--------------------------------|---|
| 1. ISP License No.             |   |
| 2. Category of the ISP License | <input type="checkbox"/> Nationwide or <input type="checkbox"/> Zonal |

|  |  |  |
|--|--|--|
| <b>3. Duration of Existing ISP License Including Expiry Date</b> |  |  |
| <b>4. Coverage Area</b>  | <b>Total Coverage Area (in Square Kilometre)</b><br><br>Nationwide :<br>_____<br><br>Central Zone :<br>_____<br><br>South-West Zone :<br>_____<br><br>North-East Zone :<br>_____<br><br>South-East Zone :<br>_____<br><br>North-West Zone :<br>_____ | <b>Coverage Area (District Name only)</b><br><hr/> |
| <b>5. Coverage In Rural Area Out of Total Coverage Area</b>      | <b>Total coverage area (in Square Kilometre)</b><br><br>Nationwide :<br>_____<br><br>Central Zone :<br>_____<br><br>South-West Zone :<br>_____<br><br>North-East Zone :<br>_____<br><br>South-East Zone :  | <b>Coverage Area (Area Name only)</b><br><hr/>     |

|   |  |   |
|---|--|---|
|   | <p>_____</p> <p>North-West Zone :</p> <p>_____</p>         |   |
| <b>6. Date of Commencement of the Service</b>                                     |  |   |
| <b>7. Number of Existing Subscriber</b>   | Individual   | Corporate   |
|   | Dial-up:<br><br><br><br><br><br><br><br><br><br>Broadband: | Name of Corporate Clients with Subscriber Number: |
| <b>8. Name of School, College, University Connected by the ISP</b>                |  |   |
| <b>9. Average Minimum Growth Rate of Subscribers for per year (If Applicable)</b> | Individual:  | Corporate:  |
| <b>10. No. Of POP Including Location</b>  |  |   |
| <b>11. Other License Awarded by the Commission to the Licensee</b>                |  |   |
| <b>12. Wireless Network</b>   | Number of BTS / POP :                                      | Frequency   |
| <b>13. Wired Network</b>  | Length of Laid Cable                                       |   |
|   | Optical Fiber :  | UTP :   |
|   | DSL :  | STP :   |

|  |  |                    |
|--|--|--------------------|
|  | ADSL :   | Other :            |
| 14. Bandwidth Details for Last Years   | Total Allocation:  | Total utilization: |
|  | IIG:<br>VSAT:  | IPLC:<br>Sublease: |
|  | <u>Provider Name</u>   |                    |
|  | IIG:<br>.....<br>.....<br><br>IPLC:<br>.....<br>.....<br><br>Sublease:<br>.....<br>.....<br><br>VSAT:<br>.....<br>.....  |                    |
|  | <u>Uplink Allocation</u><br><br>IIG: ..... IPLC: ..... Sublease: .....<br>VSAT: .....<br><br><u>Medium for Uplink Allocations</u><br><br>IIG: ..... IPLC: ..... Sublease: .....<br>VSAT: ..... |                    |
| <u>Downlink Allocation</u><br><br>IIG: ..... IPLC: ..... Sublease: .....<br>VSAT: .....<br><br><u>Medium for Downlink Allocation</u> |  |                    |

|   |  |                      |  |
|---|--|----------------------|--|
|   | IIG: ..... IPLC: ..... Sublease: .....<br>VSAT: .....                      |                      |  |
| <b>15. Percentage (%) of Connectivity with IIG for Data</b>                                       | <u>IIG</u><br>1. BTCL:<br>.....<br>2. Mango Teleservices Limited:<br>..... |                      |  |
| <b>16. Backup</b>   | <u>Description:</u>  |                      |  |
|   | Number of VSAT (If Applicable):  |                      |  |
|   | Uplink Allocation  | Downlink Allocation: |  |
|   | Uplink Frequency:  | Download Frequency:  |  |
| <b>17. Per Subscriber Average Bandwidth</b>   | Individual:  | Corporate:           |  |
| <b>18. Number of Category A, Category B and Category C ISP Licensee connected to the Licensee</b> |  |                      |  |

**C. Business Activities:**

|                                      |          |              |          |
|--------------------------------------|----------|--------------|----------|
| <b>1. Current Organogram</b>         | Attached | Not Attached | Remarks: |
| <b>2. Proposed Future Organogram</b> | Attached | Not Attached | Remarks: |



|   |          |              |          |
|---|----------|--------------|----------|
| <b>3. Present Business Activities</b>                                 | Attached | Not Attached | Remarks: |
| <b>4. Rollout Plan For Next Five Years</b>                            | Attached | Not Attached | Remarks: |
| <b>5. Percentage (%) of Local Investment And Foreign Investment</b>   | Local:   |              | Foreign: |
| <b>6. No of Total Employees</b>                                       |          |              |          |
| <b>7. No. of Total IT Specialist</b>                                  |          |              |          |
| <b>8. Details of Directors and Shareholders</b>                       |          |              |          |
| <b>9. Present Value of Total Investment</b>                           |          |              |          |
| <b>10. Gross Revenue Earned in Last Year (If Applicable)</b>          |          |              |          |
| <b>11. VAT and TAX given to Government of Bangladesh Last Year</b>    |          |              |          |
| <b>12. Proposed Tariff and Charges for IP Telephony Service</b>       | Attached | Not Attached | Remarks: |
| <b>13. Proposed Connectivity with ICX for IP Telephony Voice only</b> | Attached | Not Attached | Remarks: |

**D. Following Documents are Also to be Duly Certified and to be Attached with the Application Form:**

| <b>Serial</b> | <b>Item</b>   | <b>Attached</b> | <b>Not Attached</b> | <b>Remarks</b> |
|---------------|---|-----------------|---------------------|----------------|
| <b>1.</b>     | Application in a Letter Head Pad  |                 |                     |                |
| <b>2.</b>     | Relevant Fees in the Form of Pay Order/Bank Draft   |                 |                     |                |
| <b>3..</b>    | Latest Income Tax Clearance Certificate   |                 |                     |                |
| <b>4.</b>     | Certificate of Incorporation (If Applicable )   |                 |                     |                |
| <b>5.</b>     | Authorization to the Authorized Signatory (Resolution of The Board of Directors/Power of Attorney duly Notarized )  |                 |                     |                |
| <b>6.</b>     | Bank Solvency Certificate   |                 |                     |                |
| <b>7.</b>     | Agreement with the Bandwidth Provider   |                 |                     |                |
| <b>8.</b>     | Undertaking on Non Judicial Stamp of TK. 150/- Sworn Before the Notary Public of Bangladesh About Not to Bypass IGW/ ICX and Not to Use any Kind of VSAT for Voice Traffic. |                 |                     |                |
| <b>9.</b>     | Copy of existing ISP and other License(s) Issued by the Commission  |                 |                     |                |
| <b>10.</b>    | Copy of Agreement with Foreign Partners/Investors. (If Applicable)  |                 |                     |                |
| <b>11.</b>    | Certificate from Bangladesh Bank Regarding Remittance to the Foreign Company (If Authorized VSAT is Used)   |                 |                     |                |

|            |   |  |  |  |
|------------|---|--|--|--|
| <b>12.</b> | Statement of Payment for the Preceding Year Made to the Satellite Company Through the Local Bank Transaction for VSAT ( If Applicable ) |  |  |  |
| <b>13.</b> | Notarized Affidavit (in Tk. 150/- non-judicial stamp)   |  |  |  |

**E. Declaration:**

1. Has any Application for License of the Applicant/any Share Holder/Partner ISP been rejected before? ☐ Yes ☐ No

If yes, please provide date of application and reasons for rejection:

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2. Do the Applicant/any Share Holder/Partner hold any other Operator Licenses from the Commission? ☐ Yes ☐ No

If yes, please give details

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3. Has any other License of the Applicant/any Share Holder/Partner been rejected before? ☐ Yes ☐ No

If yes, please provide date of application and reasons for rejection:

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4. Do the Applicant/ its owner(s)/ any of its director(s)/ partner(s) were 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 (BDT): \_\_\_\_\_

b. Cheque 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 hereby certify that I/We have carefully read the section 36 of Bangladesh Telecommunication 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 application shall deemed to be cancelled and shall be liable for action as per Bangladesh Telecommunication Act, 2001.

Date:

Signature

Place:

Name of the Applicant/Authorized

Signatory with Seal

**Note:**

- Application without the submission of complete documents and information will not be accepted.
- Payment should be made by a Pay order / Demand Draft in favor of Bangladesh Telecommunication Regulatory Commission (BTRC).
- Application fee is not refundable.
- Application will not be accepted if information's do not fulfill the relevant terms and conditions of the Commission issued at various time.
- Any ISP found involved with illegal VoIP business at any time shall not be eligible for any type of IPTSP License.

## APPENDIX-7

### PERFORMANCE BANK GUARANTEE

[Non-Judicial Stamp]

[Date]

[Name of Bank] (Hereinafter called the Bank)

[Address]

**To: The Bangladesh Telecommunication Regulatory Commission.**

[Address]

Dear Sirs

**Subject: Bank Guarantee No.:                      dated:                      for Tk. ....**  
**(Taka .....) (BDT .....) only in favour of**  
**“The Bangladesh Telecommunication Regulatory Commission” as security**  
**deposit.**

This Bank Guarantee (hereinafter called the Guarantee) is issued pursuant to the clause..... of the license no. .... dated ..... for operating and maintaining of Internet Protocol Telephony Services in the country granted to .....(hereinafter called the licensee) by the Bangladesh Telecommunications Regulatory Commission (hereinafter called the Commission) under the Bangladesh Telecommunication Act, 2001.

This Guarantee will serve as security deposit for fulfillment of Licensee’s obligations under the terms and conditions of the License.

The Bank hereby irrevocably guarantees and undertakes to pay to the Commission, any or all sums up to the amount stipulated in Form-1 and annexed hereto and in accordance with the following terms and conditions:

- (a) Payment shall be made by the Bank within the same business day of the receipt of any written demand by the Commission;
- (b) The written demand by the Commission is made substantially in the form annexed as Form-3 and executed by an authorised representative of the Commission;
- (c) Payment shall be made unconditionally and without reservation including the need for any reference to a third party or the Licensee and without the need for any evidence or proof;
- (d) Payment is to be made in Taka by crossed cheque in favour of:  
  
The Bangladesh Telecommunication Regulatory Commission

This Guarantee is irrevocable and shall remain in force for 5 (five) years from the date hereof.

The Bank shall not be discharged or released from its obligations under this Guarantee unless it has paid any or all sums up to the amount as stated in Form-1 and Form-2 or the Licensee has achieved all its targets under terms and conditions of the license and this has been confirmed in writing by the Commission.

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

Signed by,

(Full name and designation)

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for and on behalf of:

---

Name of Bank

Witnessed by:

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Signature

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Name in full

Father's name

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Address

---

date

## FORM-1

### ROLLOUT OBLIGATIONS AND ENCASHMENT/REDUCTION IN BANK GUARANTEE

#### 1. ROLLOUT OBLIGATION

1.01 Roll out obligation is applicable to the IPTSP Licensee(s) who shall obtain license under these guidelines.

1.02 **Rollout Obligation for Nationwide IPTSP Licensee(s):** Nationwide IPTSP Licensee(s), from date of the issuance of License, shall have to provide IPTSP services as follows:

| Minimum Subscribers: | 1st year | 2 <sup>nd</sup> year | 3rd year | 4th year | 5th year |
|----------------------|----------|----------------------|----------|----------|----------|
| Central Zone         | 250      | 300                  | 350      | 400      | 450      |
| North – East Zone    | 50       | 75                   | 100      | 125      | 150      |
| North – West Zone    | 50       | 60                   | 75       | 100      | 125      |
| South – East Zone    | 100      | 125                  | 150      | 175      | 200      |
| South – West Zone    | 50       | 60                   | 75       | 100      | 125      |
| Total Subscribers    | 500      | 620                  | 750      | 900      | 1050     |

1.03 **Rollout Obligation for Zonal IPTSP Licensee(s):** Zonal IPTSP Licensee(s), from the date of issuance of License, shall have to provide IPTSP services as follows:

| Minimum Subscriber: | 1st year | 2nd year | 3rd year | 4th year | 5th year |
|---------------------|----------|----------|----------|----------|----------|
| Central Zone        | 250      | 350      | 500      | 600      | 700      |
| North - East Zone   | 100      | 175      | 250      | 300      | 350      |
| North – West Zone   | 75       | 100      | 150      | 200      | 250      |
| South – East Zone   | 100      | 200      | 300      | 400      | 500      |
| South – West Zone   | 75       | 100      | 150      | 200      | 250      |

## **2. ENCASHMENT/REDUCTION OF PERFORMANCE BANK GUARANTEE PROPORTIONATELY**

2.01 The Licensee having discharged all of its obligations under the License and meeting the targets as per clause 15 of the license the value of the Bank Guarantee shall be reduced in the following manner; subject to the provision of the clause 2.02.

| <b>Year</b>     | <b>Percentage (%) Reduction in PBG Amount</b> |
|-----------------|---|
| 1st             | 20%   |
| 2nd             | 20%   |
| 3 <sup>rd</sup> | 20%   |
| 4 <sup>th</sup> | 20%   |
| 5 <sup>th</sup> | 20%   |

2.02 Any reduction in the value of the Guarantee shall not have effect unless the Licensee has submitted a request for reduction and the Commission has confirmed in writing the reduction.

2.03 If the licensee fails to meet the Rollout targets as stated in clause 15 of the license, the Bank Guarantee shall be encashed in favour of the Commission at the same rate indicated in clause 2.01.



## FORM – 2

### FORM FOR REDUCTION OF GUARANTEED AMOUNT

[Letterhead of Licensee]

[Date]

To: The Bangladesh Telecommunication Regulatory Commission

[Address].

Dear Sir,

#### SUBJECT: REQUEST FOR REDUCTION IN PERFORMANCE BANK GUARANTEE

This is with reference to the performance bank guarantee dated [ date ] (hereinafter called the **Guarantee**) issued by [Bank] on behalf of [Licensee].

We confirm that we have discharged all of our obligations under the License and have achieved the following target set by the Commission based on our plans submitted under terms and conditions of the License and as repeated hereunder:

| <i>Year</i> | <i>Actual NTTN Connectivity Target Achieved</i> | <i>Actual NTTN Connectivity Target to be Achieved by the Licensee</i> | <i>% Reduction in Guarantee</i> | <i>Guarantee Value (Taka)</i> |
|-------------|---|---|---------------------------------|-------------------------------|
| [ ]         | [ ]   | [ ]   |                                 |                               |

We wish to request that the Guarantee be reduced accordingly.

[Name of authorised representative of Licensee]

for and on behalf of

[Licensee]

**FORM - 3**

**[Letterhead of the Commission]**

[Date]

To: [Name of Bank]

[Address]

**SUBJECT: REQUEST FOR PAYMENT AGAINST PERFORMANCE BANK  
GUARANTEE (PBG)**

Dear Sir,

This is with reference to the Performance Bank Guarantee dated [ ] issued by  
you on behalf of [Licensee].

We would like to inform you that [Licensee] has failed to meet its obligations under the  
License. As such, the Commission is empowered to encash the PBG and you are here by  
requested to make immediate payment of Tk. .... (in words  
.....)in accordance with the terms and conditions of the  
Performance Bank Guarantee.

*[Name of Authorized Representative of the Commission]*

for and on behalf of

Bangladesh Telecommunications Regulatory Commission.

## APPENDIX-8

### AFFIDAVIT

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

at \_\_\_\_\_ 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 The People's Republic of Bangladesh

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 Internet Protocol Telephony Service Provider (IPTSP) 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 IPTSP License from the Bangladesh  
(Name)

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 the Applicant(s) (where the Applicant(s) is an individual) or the owner of the Applicant(s) or any of its directors or partners (where the Applicant(s) is a company, corporation, partnership or society);
- (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) No prosecution is going on against the applicant or its owner(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) According to ILDTS Policy 2007 IPTSP License will be issued by the Commission only to the ISP License holders except PSTN / PLMN operators having ISP License.

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 Authorized Representative/Attorney/Individual

as or on behalf of the Applicant(s)

WITNESSES

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Notary Public