



**BANGLADESH TELECOMMUNICATION  
REGULATORY COMMISSION**

Shetu Bhaban, New Airport Road, Banani, Dhaka-1212

BTRC/LL/IGW(247)/2007-3447

Date: 08-10-2007

**REGULATORY AND LICENSING GUIDELINES  
FOR INVITATION OF PROPOSALS/OFFERS**

FOR

**ISSUING LICENSE**

FOR

**ESTABLISHING, OPERATING AND MAINTAINING**

**INTERNATIONAL GATEWAY (IGW) SERVICES**

IN

**BANGLADESH**

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## Bangladesh Telecommunication Regulatory Commission

Shetu Bhaban, New Airport Road, Banani, Dhaka 1212

### Invitation of offers/proposals for grant of license for International Gateway Services

1. The Bangladesh Telecommunication Regulatory Commission (BTRC) invites offers/proposals from eligible Bangladeshi entities (resident citizens, proprietorships, partnerships and companies registered under 'Joint Stock of Companies and Firms' under the Companies Act 1994) for grant of license to establish, maintain and operate such system. Only entities having adequate financial, technical and organizational capability to serve in the field should apply with an updated list of their business record and record of experience.
2. The applicant companies / proprietorships for the **license for International Gateway Services** should be registered with Registrar of Joint Stock Companies and Firms, as well as with the concerned chamber of commerce and industries.
3. The prescribed application form along with general terms and conditions are included in the "Regulatory and Licensing Guidelines" which can be obtained from the Bangladesh Telecommunication Regulatory Commission (BTRC), Shetu Bhaban, Banani, Dhaka-1212 during working days and hours on payment of Tk. 50,000.00 (Taka fifty thousand) only (being non-refundable) in the form of bank draft/pay order in favour of the Bangladesh Telecommunication Regulatory Commission for each copy by making an application to the Commission in its letterhead. Original receipt of the bank draft/pay order should be enclosed with the offer/proposal, by the applicant.
4. All applications duly sealed are to be submitted in the tender box kept in the BTRC, Shetu Bhaban, Banani, Dhaka-1212 addressing the Chairman, Bangladesh Telecommunication Regulatory Commission on or before 12.00 hrs on 21<sup>st</sup> November, 2007. The sealed application will be opened by the representative of BTRC at 12.30 hrs in the office of the BTRC on the same day in the presence of the applicants, who are present. Applications will not be received after the deadline.
5. The Commission will issue **3 (three) Licenses for International Gateway Services** in Bangladesh as per the International Long Distance Telecommunication Services Policy 2007 (ILDTS Policy 2007). The Commission shall follow the Licensing procedure for issuance of **International Gateway Services** License as given in the Regulatory and Licensing Guidelines.
6. Pursuant to ILDTS Policy 2007 BTRC will also be issuing licenses for other services i.e. Interconnection Exchange Services (ICX) and International Internet Gateway Services (IIG). An entity is eligible to apply for multiple licenses. However only one license will be issued to one entity.
7. Regulatory and Licensing Guidelines containing among other things, the Guidelines for invitation of application for issuing of license for **International Gateway Services** is also available in the Commission website: [www.btrc.gov.bd](http://www.btrc.gov.bd) for information only.
8. There will be a Pre-offer/pre-bid meeting on 4<sup>th</sup> November, 2007 at 11:30 hrs in BTRC conference room wherein the prospective applicant may seek any clarification or explanation on the matter. The questions to be clarified must be submitted before 1<sup>st</sup> November, 2007 in writing with the Director, Legal and Licensing Division, Bangladesh Telecommunication Regulatory Commission, during office hours on working days.
9. Any offer/proposal submitted which does not comply with any of the above terms and conditions will not be accepted.
10. The Commission reserves the right to accept or reject any or all offers/proposals, without assigning any reason thereof.
11. Any applicant may communicate for further clarification on the subject in writing with the Director, Legal and Licensing Division, Bangladesh Telecommunication Regulatory Commission, during office hours on working days till 6<sup>th</sup> November, 2007.

Director  
Legal and Licensing Division,  
BTRC

# **BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

## **REGULATORY AND LICENSING GUIDELINES**

### **Guidelines on International Gateway Services**

#### **1. INTRODUCTION**

- 1.01 The Bangladesh Telecommunication Regulatory Commission (“the Commission”) has been granted powers under section 36 the Bangladesh Telecommunication Act 2001, as amended (“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.
- 1.02 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 International Gateway Services as envisaged in the International Long Distance Telecommunication Services Policy 2007 (ILDTS Policy 2007).
- 1.03 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.
- 1.04 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 interest, public health, national security and statutory or Court orders.

#### **2. INTERPRETATION & DEFINITION**

The interpretation and definition of the terms used in this document is annexed herewith as SCHEDULE -1 to the Generic Form of License appended with this guideline as APPENDIX-2.

#### **3. OBJECTIVES**

- 3.01 These Guidelines are intended to provide an overview of the licensing and regulatory framework for applicants seeking to obtain a License to establish, maintain and operate International Gateway Services in Bangladesh.

- 3.02 These Guidelines have been prepared taking into account the objectives of the Government to facilitate the introduction of International Gateway Services as envisaged in the ILDTS Policy 2007.
- 3.03 International Gateway Services License to be issued under these Guidelines will authorize an operator to establish, maintain and operate International Gateway Services. No person or business entity shall be allowed to provide International Gateway Services without a valid License issued by the Commission.
- 3.04 To provide overseas voice communication to the public at an affordable rate by terminating to and originating from Telecommunication networks in Bangladesh.

#### **4. GENERAL REQUIREMENTS**

- 4.01 The following are the principal legal statutes governing the telecommunication industry in Bangladesh:
- a. The Bangladesh Telecommunication Act, 2001 (as amended).
  - b. The Wireless Telegraphy Act, 1933 and The Telegraph Act, 1885, for matters that are not covered by the Bangladesh Telecommunication Act, 2001 (as amended).
  - c. Any Regulation made or to be made by the Commission.
- 4.02 The Licensee shall establish, operate and maintain the International Gateway Services as per the License.
- 4.03 All Voice Call will be routed (terminating to and originating from Bangladesh) through International Gateways (IGWs) and Interconnection Exchanges (ICXs).
- 4.04 There shall be three IGWs in addition to the existing IGW of BTTB.
- 4.05 Location of the three new IGWs will be at Dhaka.
- 4.06 The Licensee will have primary backbone connection towards International networks through SEA-ME-WE-4 submarine cable and through other submarine cables whenever available.
- 4.07 The Licensee will have backup connectivity through Satellite Earth Station/ VSAT until alternative submarine cable(s) are available.
- 4.08 The IGWs will have physical connections with ICXs. The connectivity and related expenses will be borne by ICXs.
- 4.09 The Licensee will provide international voice call services both clear channel and VoIP, origination and routing facilities to the ICX.
- 4.10 The Licensee will arrange end-to-end service level agreements and will negotiate fees with overseas carriers for call origination and termination by themselves. Agreed fees will be vetted by BTRC.
- 4.11 An IGW Services License issued by the Commission shall be a stand alone License which shall be operated independent of any other types of operating Licenses.

- 4.12 An interested applicant must apply to the Commission in the prescribed form for grant of International Gateway Services License.
- 4.13 The Licensee shall make its systems Lawful Interception (LI) Compliant.
- 4.14 The Licensee shall provide necessary connections including necessary equipment and software to the Commission for online and offline monitoring and analyzing of Call Detail Record (CDR), Call Accounting, Signalling, QoS and or any other system as may be required by the Commission. User licenses for the software will be at least 5 (five) in number.
- 4.15 The Licensees will provide access to Law Enforcing Agencies (LEA) for LI as envisaged in Section 97 KA of the Act, including necessary equipment and software and shall also set the same instruments up at LEA premises.
- 4.16 The Licensee shall be subject to additional terms and conditions when and where deemed necessary to be in accordance with public interest and or in accordance with the National Telecommunications Policy 1998 and ILDTS Policy 2007 and/or any other future Government policies.
- 4.17 IGW Services License shall not be issued to existing operators having any license from the Commission.
- 4.18 An applicant 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 himself
- (i) he is an insane person,
  - (ii) he has 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 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 loan defaulter of that bank or institution.
  - (vi) he has been charged with illegally terminating calls by using VoIP technology.
  - (vii) any license of his has been cancelled by the Commission at any time during the last 5 (five) years.
- 4.19 In addition to the mandatory grounds for disqualification for applying for a License referred to in clauses 4.17 and 4.18, the Commission shall also consider whether the applicant satisfies other criteria including but not limited to:

- (a) whether the applicant has sufficient management and financial capacity to operate the activities pertaining to International Long Distance Telecommunication Services for which the License will be awarded;
- (b) how far the issuance of the License will serve the public interest and national security.

- 4.20 IGW Services Licenses will be issued to Bangladeshi entities (resident citizens, proprietorships, partnerships and companies registered under 'Joint Stock of Companies and Firms' under the Companies Act 1994). If the applicant is a company then all directors and shareholders of the applicant must be resident Bangladeshi Citizen.
- 4.21 No shares can be transferred or new shares issued without written permission of the Commission.
- 4.22 All financial transactions (in local and Foreign currency) in relation to the License must be through Scheduled Bank(s) of Bangladesh. 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 10<sup>th</sup> day of each calendar month.
- 4.23 The Licensee will not be eligible for any other License(s) from the Commission. No shareholder and/or his family of the company that is awarded the License in the capacity of an owner, shareholder, director, officer or partner of any other company can hold or will hold any other License from the Commission.
- 4.24 One entity will be allowed to get ONLY one IGW License.
- 4.25 The Licenses will be awarded by open auction subject to fulfillment of other conditions.
- 4.26 The Licensee companies will issue Initial Public Offering (IPO) in the Stock Exchange of Bangladesh and nowhere else within 3 (three) years of commencement of operation subject to laws and regulation of Security and Exchange Commission.
- 4.27 Prior approval of the Commission with necessary conditions is mandatory before launching of any other services

## **5. LICENSE PROCEDURE AND BIDDING PROCESS**

The Licenses will be awarded through an open competitive bidding/auction process. The Commission, after evaluating the applications submitted, will send out invitation to pre-qualified bidders to participate in the Bid/auction. The process to be followed is annexed as APPENDIX – I.

## **6. DURATION OF LICENSE**

The duration of the Licenses, shall initially be for a term of 15 (fifteen) years. Upon expiry of the initial term, 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 payment of any fees, as may be specified herein and/or by the Commission under the Act.

## 7. FEES AND CHARGES

7.01 The Commission shall impose upon the Licensee different fees and charges. Some of the charges or part thereof shall be in proportion to the Licensee's annual audited gross turnover.

7.02 Fees and Charges

Following fees and charges will be applicable to the Licensee

1.	Application Fee	Tk. 50,000.00 (Taka fifty thousand) only
2.	License acquisition fee	Tk. 15,00,00,000.00 (Taka fifteen crore) only
3.	Annual License Fee (payable every year)	Tk. 7,50,00,000.00 (Taka seven crore fifty lac) only
4.	Gross Revenue Sharing with BTRC. (Gross Revenue = Earning by the Licensee from incoming calls + share of earnings after settlement from outgoing calls).	Will be fixed through competitive bidding/auction
5.	Revenue Sharing with ICXs and ANS	<p><b>i) For International incoming calls:</b></p> <p>* No International incoming call can be terminated for less than US\$ 0.06. This rate may be reviewed by the Commission.</p> <p>After deducting VAT (if applicable)</p> <p>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.</p> <p>b) 20% (twenty percent) of prevailing call rates (call rates to be determined by the Commission from time to time) to be paid to ANS.</p> <p><b>ii) For International outgoing calls (both to PSTN and mobile network) :</b></p> <p>*For International Outgoing calls to mobile network, the revenue of Tk. 16.50 (Taka sixteen paise fifty) only is fixed by the Commission. For OUTGOING calls to mobile network, a specific settlement amount would be paid to overseas networks. For International Outgoing Calls to PSTN network, the revenue of Tk. 6.00 (Taka six) only is fixed by the Commission. For Outgoing calls to PSTN network, a specific settlement amount would be paid to overseas networks. These rates will be reviewed time to time by the Commission. The revenue distribution/ sharing is based on the balance amount only. ANS operators will pay 15% (fifteen percent) of the balance amount to the Licensee, and the specific settlement amount to be paid to the foreign network through the Licensee. The specific settlement amount will be approved by the Commission upon the Licensees' proposal. The revenue is calculated deducting VAT.</p> <p>a) Balance amount (Z) = Call rate (X) - specific settlement amount payable to foreign carriers (Y)</p> <p>b) ANS operators will be paying Y+ 15% (fifteen percent) of Z to the IGW licensee.</p> <p>The above revenue sharing will be applicable for clear channel too. The call rate for clear channel shall be as per Schedule-2(A).</p>
6.	Security Deposit in the form of Bank Guarantee	Tk. 15,00,00,000.00 (Taka fifteen crore) only



- 7.03 The Licensee shall pay all the required fees within the stipulated time frame given hereinafter. All fees, charges etc. paid by the Licensee are non-refundable and are payable in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh.
- a. **License acquisition fee:** The Licensee shall pay the Licence Acquisition fee of Taka. 15,00,00,000.00 (Taka fifteen crore) only which will be payable within 10 (ten) working days of the auction.
  - b. **Annual License fee:** The Licensee shall pay an annual Licence fee of 7,50,00,000.00 (Taka seven crore and fifty lac) only every year on or before the date the license was issued.
  - c. **Revenue sharing with the Commission:** The Licensee in addition to the above, shall pay to BTRC on a quarterly basis on account of revenue sharing a percentage of the annual audited gross revenue within the first 10 (ten) days at the end of each quarter. The percentage of the revenue to be shared will be fixed through competitive bidding/Auction. The total revenue sharing 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 60 (sixty) days at the end of the financial year (July to June). In the event of any overpayment by the Licensee, the Licensee may adjust any excess amount against quarterly payments in the next year.
  - d. **Revenue sharing with ICXs and ANSs:** The Licensee in addition to the above shall share revenue with the ICXs and ANS operators as per the table above in Clause 7.02.
  - e. The Licensee shall pay other fees and charges as may be levied by the Commission from time to time.
  - f. If Licensee fails to pay the fees, charges, etc. in time, it shall be liable to pay a late fee of 15% (fifteen percent) per annum at compound rate on the outstanding amount. If the amount along with late fee is not paid in full within 60 (sixty) days as stipulated, such failure may result in cancellation of the License.
- 7.04 **Radio Equipment and Spectrum Charges:** The rights granted to the Licensee do not include any rights to use any radio frequency until such frequencies are allocated by the Commission. If any frequency is allocated, the Licensee will be obliged to pay all required fees and charges related to such frequencies as fixed by the Commission. If the amount along with late fee is not paid in full within 60 (sixty) days as stipulated, such failure may result in cancellation of allocated frequency.

## 8. SECURITY DEPOSIT

The Licensee shall furnish Bank Guarantee of Tk. 15,00,00,000.00 (Taka fifteen crore) only in favour of Bangladesh Telecommunication Regulatory Commission as "Security Deposit" within 10 (ten) working days from the date of issuance of License in a prescribed form (Schedule-3) issued by a scheduled bank.

## **9. ACCOUNTING SYSTEMS**

The Licensee shall implement such accounting practices that allow for the identification of the costs and charges on a prevailing cost accounting basis for its accounting purpose.

## **10 APPLICATION FORM**

10.01 The applicant shall submit Application for IGW Services 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 SCHEDULE - 4. The prescribed Application Form is appended with these Guidelines at SCHEDULE -5.

10.02 The Guidelines prescribing application Form; generic License form and application information instructions will be available in the office of the Commission.

## **11. MISCELLANEOUS**

Each Licensee shall comply with the provisions of the Act, the terms and conditions of its License, and any regulations or guidelines issued by the Commission. The Commission has the right in its sole discretion to change, amend, vary or revoke any of the terms and conditions of the License upon the provision of notice to the Licensee informing the Licensee of the reasons for the proposed change. A generic form of IGW Service License is attached for reference as Appendix-2. This is provided for information only as an indication of the format and types of provisions that may be included in the License. The final terms of the License are matters solely for the Commission to determine and shall contain in the License issued by the Commission to the relevant applicant.

## **12. STATUS**

12.01 The information contained in this document is intended to assist interested parties in applying for the relevant Licenses. It does not bind the Commission to any particular course of action in relation to the handling of any application, or to the terms of any License to be granted, or to grant any License to any party.

12.02 The Commission reserves the right to change its policies and/or to amend this document without prior notice.

## APPENDIX-1

### BIDDING AND AUCTION PROCESS

#### 1. The bidding and auction process shall be as follows:

- 1.01 The Commission will send out invitations to the pre-qualified Applicants for submitting Bid Security money of Tk. 3,00,00,000.00 (Taka three crore) Only. The payment of the Bid Security money to the Commission is required to be deposited through normal banking channels in the form of Bank Draft/ Pay Order in favour of Bangladesh Telecommunication Regulatory Commission within 7 (seven) working days from receipt of the letter.
- 1.02 The Bid Security money of the successful bidder(s) will be adjusted towards the License Acquisition Fee, while the Bid Security money of the unsuccessful bidders shall be returned within 30 (thirty) working days of the Bidding date without bearing any liability towards interest, indexation, inflation or deflation.
- 1.03 The bidding will be held at a venue to be decided by the Commission. Only three persons including the authorized representative from each pre-qualified Applicant shall be allowed to participate in the Bidding process.

#### 2. BIDDING

##### Open out-cry: the following procedure shall be followed in the bidding:

- 2.01 The auction shall be based on an open outcry on the date, at the Venue and at the time announced by the IGW Auction Committee to be formed by the Commission.
- 2.02 The bidders shall bid for the percentage of the revenue to be shared with the Commission. The Bid shall start at sharing the revenue at 25% (twenty five percent).
- 2.03 Each subsequent bid increment shall be in multiple of 0.25% (zero point two five percent).
- 2.04 The bidder shall cry-out his bid and write it on the prescribed form duly signed by the Authorized Representative and hand it over to the IGW Auction Committee. Only Authorized Representative shall be allowed to participate in the open out cry.
- 2.05 The Commission shall continue the open outcry auction until there are no further Bids.
- 2.06 After each Bid, the bidding and Bidder's details will be recorded before the next Bid;
- 2.07 When there are no further Bids, the IGW Auction Committee shall announce the Auction Winning Bid and the names of the Bidders in order of their bid amounts, i.e. from higher to lower.
- 2.08 After the announcement of the highest Bidder, no further offers to obtain the license shall be entertained by the Commission.
- 2.09 The second highest Bidder will be asked to match the Auction Winning Bid and if he agrees, he shall qualify for the second License.
- 2.10 In case the second highest Bidder is unwilling to match the Auction Winning Bid, the second License shall be offered at the same price to the other Bidders in order of their bid amounts, i.e. from higher to lower until Auction winning Bid is matched. If no other Bidder is ready to match the Auction Winning Bid, the Bidding session will be cancelled and a future date of re-auction for fresh bid will be declared by the Commission.
- 2.11 Each one of the winning Bidders shall deposit in the Commission designated bank account, License Acquisition fee after adjustment of the Bid Security money within 10 (ten) working days.

- 2.12 If any of the winning Bidders fail to make the payment as referred in sub-clause (k) above within the stipulated time, the next highest bidder(s) in order of their bid(s) will be offered the License(s) on the same Auction Winning Bid and on the same terms and conditions. If no Bidder is found ready to match the Auction Winning Bid, future date of re-auction for fresh bid will be declared by the Commission.
- 2.13 The Commission shall forfeit the Bid Security money and all other amounts received from the defaulting bidder(s).
- 2.14 The license shall only be issued after payment of the License Acquisition Fee.

**3. Disqualification: the Commission may, on the recommendation of the IGW Auction committee, disqualify any Bidder and forfeit its money for any of the reasons set out below:**

- 3.01 If a successful Bidder abandons the bid or fails to pay the license Acquisition fee within 10 (ten) working days.
- 3.02 Wilful misrepresentation of any facts in any part of the initial application.
- 3.03 Illegal conduct in the Bid procedure and auction process or improper attempts to influence the outcome, or delay or disrupt the process.
- 3.04 Any "corrupt practice" meaning the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in relation to licensing process provided in the guidelines.
- 3.05 Any "fraudulent practice" or misrepresentation of the facts in order to influence the results of the licensing process established by the Guideline.
- 3.06 If the bidder fails to justify viability of his bids.

**4. INFORMATION PROVIDED BY THE COMMISSION**

- 4.01 The information contained in this guideline and any other information provided to Applicants during the Application process, in writing, is intended to assist Bidder in the preparation of their Bids and shall be binding on them in the course of bidding/auction.
- 4.02 The Commission has made and will continue to make reasonable efforts to include accurate and current information in the guideline and in any other documents provided to the Applicants. However, neither the Commission nor any of the agencies, employees, representatives, advisors or consultants shall have any liability whatsoever to any Applicant or any of its shareholders or members or any other person resulting from use of for reliance on any of the information so provided. Applicants are encouraged to undertake their own verification of any information supplied by the Commission prior to use of or reliance on that information.

**5. OTHER COMMUNICATIONS**

- 5.01 All deliveries, notices or other communications made to applicants in connection with the Application process shall be sent by post, courier, fax or personal delivery to the contact office of the bidder(s)/Applicant(s), as specified by the Applicant to the Commission in his initial application.
- 5.02 All deliveries, notices or other communications made by Applicants to the Commission in connection with the Application process shall be sent by fax or personal delivery to the officers mentioned at the address mentioned in the initial application.
- 5.03 The Bidders are expected to carefully examine all information, instructions, and annexes given in this guideline.

## 6. CONFIDENTIALITY OF APPLICATIONS

- 6.01 The Commission shall make all reasonable efforts to ensure confidentiality of the information provided by the Applicants. However neither the Commission nor any of its agencies, employees, representatives, advisors or consultants shall be liable in any respect whatsoever to any Applicant or any of its members or representatives for damages or harm resulting from a failure to maintain such confidentiality.
- 6.02 **Costs associated with Bid and bidding:** The Bidders shall bear all their costs associated with the preparation and submission of their Bids and the Commission shall in no case be responsible for these or any other costs, regardless of the conduct or outcome of the application process.

## 7. RESERVATION OF RIGHTS

- 7.01 The Commission reserves the right, in its sole discretion, to take any action, including amendment in this guideline, which it considers necessary to ensure that the Bid process occur in a fair, open and transparent manner, in accordance with law and discourage collusion and predatory bidding that may block the entry of potential bidders into the bidding/auction process.
- 7.02 The Commission further reserves the right to modify/temporarily stop/ terminate the bid process at any time including the auction period, in its sole discretion. In case of termination of the Bid process Bid Security money would be returned to the Bidder within 30 (thirty) working days without bearing any liability.

## 8. MISCELLANEOUS

- 8.01 This guideline and any License issued pursuant to the process announced herein shall be exclusively subject to, and interpreted in accordance with provisions of the Act, the Rules and the Regulations issued there under.
- 8.02 Any dispute, controversy or claim arising out to or in connection with this guideline, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be final.
- 8.03 The Bid process, the accompanying documents, and all correspondence relating to the process announced in this guideline shall be submitted in English language.
- 8.04 The Commission at all times shall reserve the right to change, alter, modify, amend, supplement or replace any or all of the Bidding procedure before the Bidding Date and such change, alteration, modification, amendment, supplemental or replacement shall be communicated to the Bidders and become an integral part of the Bidding procedure.
- 8.05 Section 95 of the Bangladesh Telecommunication Act 2001 will be applicable in every case.



**INTERNATIONAL GATEWAY  
SERVICES OPERATOR LICENSE**

**ISSUED**

**BY**

**BANGLADESH TELECOMMUNICATION  
REGULATORY COMMISSION**

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**BANGLADESH TELECOMMUNICATION  
REGULATORY COMMISSION**

Shetu Bhaban, New Airport Road, Banani, Dhaka 1212.

**OPERATOR LICENSE**

**FOR**

**INTERNATIONAL GATEWAY (IGW) SERVICES**

**ISSUED**

**TO**

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**UNDER**

**THE BANGLADESH TELECOMMUNICATION ACT, 2001**

**ON**

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# BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

Shetu Bhaban, New Airport Road, Banani, Dhaka 1212, Bangladesh

No. BTRC/LL/IGW(247)/2007-

Date:

## INTERNATIONAL GATEWAY SERVICES OPERATOR LICENSE

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

(1) The Bangladesh Telecommunication Regulatory Commission ("the Commission") has been granted powers under section 36 of the Bangladesh Telecommunication Act 2001, as amended ("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.

(2) Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue License on International Gateway Services.

**Therefore in exercise of the powers under section 36 of the Bangladesh Telecommunication Act, 2001 (as amended) the Bangladesh Telecommunication Regulatory Commission is pleased to grant**

### LICENSE

**To**

(Company Name) represented by its Chairman/CEO/MD having its registered office at (Company address) as an operator to establish, maintain and operate International Gateway Services subject to the terms and conditions detailed hereinafter.

**1. INTERPRETATION & DEFINITION**

The interpretation and definition of the terms used in this document is annexed herewith as SCHEDULE -1.

**2. COMMENCEMENT**

- 2.01. The License shall come into force on this day of.....
- 2.02. Unless otherwise cancelled earlier this License shall be valid for 15 (fifteen) years from the date mentioned in the License subject to the payment of annual license fees
- 2.03. The Licensee shall abide by the terms and conditions as may be imposed from time to time by the Commission and the relevant provisions of the Bangladesh Telecommunication Act, 2001 (as amended) and the Regulations made there under.
- 2.04. The provisions of any existing enactment, the rules, regulations and guidelines 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 will be binding upon the Licensee.

**3. RENEWAL**

Upon expiry of the initial term, 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 payment of any fees, as may be specified herein and/or by the Commission under the Act. The Licensee shall submit the renewal application 6 (six) months prior to the expiry date.

**4. SCOPE OF THE LICENSE**

- 4.01. The Licensee will provide IGW services both for international outgoing and incoming calls. IGW services provider shall access local subscribers through Interconnection Exchange (ICX) and Access Network Services (ANS).
- 4.02. The International Gateway Services License issued by the Commission shall be a stand alone License which shall be operated independent of other types of operating Licenses.

**5. SYSTEMS AND SERVICES**

- 5.01. All Voice Calls (Clear Channel and VoIP) shall be routed (Terminating to and Originating from Bangladesh) through licensed Interconnection Exchanges (ICXs) and International Gateways (IGWs).
- 5.02. Location of the International Gateway shall be at Dhaka.
- 5.03. The Licensee shall have primary backbone connection towards International network through SEA-ME-WE-4 submarine cable or through other submarine cables whenever available. The submarine cable operator(s) must be authorized operator(s) in Bangladesh.

- 5.04 The Licensee shall have backup connectivity through Satellite Earth Station/VSAT until alternative submarine cable(s) are available.
- 5.05 IGWs shall have connectivity among each other. IGWs shall be responsible for establishing the interconnection among each other for carrying traffic if necessary.
- 5.06 The Licensee will enter into end to end Service Level Agreements (SLA) and will negotiate fees with overseas carriers for call origination and termination by themselves. Agreed fees and SLA will be vetted by BTRC.
- 5.07 The Licensees shall make its systems Lawful Interception (LI) Compliant. The Licensee will provide access to Law Enforcement Agencies (LEA) for LI as envisaged in Section 97 KA of the Act, including necessary equipment and software.

## 6. FEES AND CHARGES

6.01 The Commission shall impose upon the Licensee different fees and charges. Some of the charges or part thereof shall be in proportion to the Licensee's annual audited gross turnover.

6.02 Table of Fees and Charges

Following fees and charges will be applicable to the Licensee:

1.	Application Fee	Tk. 50,000.00 (Taka fifty thousand) only
2.	License acquisition fee	Tk. 15,00,00,000.00 (Taka fifty crore) only
3.	Annual License Fee (payable every year)	Tk. 7,50,00,000.00 (Taka seven crore fifty lac) only
4.	Gross Revenue Sharing with BTRC. (Gross Revenue = Earning by the Licensee from incoming calls + share of earnings after settlement from outgoing calls).	Will be fixed through competitive bidding/auction

5.	Revenue Sharing with ICXs and ANS	<p><b>i) For International incoming calls:</b></p> <p>* No International incoming call can be terminated for less than US\$ 0.06. This rate may be reviewed by the Commission.</p> <p>After deducting VAT (if applicable)</p> <p>c) 15% (fifteen percent) of prevailing call rates (call rates to be determined by the Commission from time to time) to be paid to ICX.</p> <p>d) 20% (twenty percent) of prevailing call rates (call rates to be determined by the Commission from time to time) to be paid to ANS.</p> <p><b>ii) For International outgoing calls (both to PSTN and mobile network) :</b></p> <p>*For International Outgoing calls to <b>mobile</b> network, the revenue of Tk. 16.50 (Taka sixteen paisa fifty) only is fixed by the Commission. For OUTGOING calls to mobile network, a specific settlement amount would be paid to overseas networks. For International Outgoing Calls to <b>PSTN</b> network, the revenue of Tk. 6.00 (Taka six) only is fixed by the Commission. For Outgoing calls to PSTN network, a specific settlement amount would be paid to overseas networks. These rates will be reviewed time to time by the Commission. The revenue distribution/sharing is based on the balance amount only. ANS operators will pay 15% (fifteen percent) of the balance amount to the Licensee, and the specific settlement amount to be paid to the foreign network through the Licensee. The specific settlement amount will be approved by the Commission upon the Licensees' proposal. The revenue is calculated deducting VAT.</p> <p>c) Balance amount (Z) = Call rate (X) - specific settlement amount payable to foreign carriers (Y)</p> <p>d) ANS operators will be paying Y+ 15% (fifteen percent) of Z to the IGW licensee.</p> <p>The above revenue sharing will be applicable for clear channel too. The call rate for clear channel shall be as per Schedule-2(A).</p>
6.	Security Deposit in the form of Bank Guarantee	Tk. 15,00,00,000.00 (Taka fifteen crore)

6.03 The Licensee shall pay all the required fees within the stipulated time frame given hereinafter. All fees, charges etc. paid by the Licensee are non-refundable and are payable in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh.

a. **License acquisition fee:** The Licensee shall pay the Licence Acquisition fee of Taka. 15,00,00,000.00 (Taka fifteen crore) only which will be payable within 10 (ten) working days of the auction.

b. **Annual License fee:** The Licensee shall pay an annual Licence fee of 7,50,00,000.00 (Taka seven crore and fifty lac) only every year on or before the date the license was issued.

- c. **Revenue sharing with the Commission:** The Licensee in addition to the above, shall pay to BTRC on a quarterly basis on account of revenue sharing a percentage of the annual audited gross revenue within the first 10 (ten) days at the end of each quarter. The percentage of the revenue to be shared will be fixed through competitive bidding/Auction. The total revenue sharing 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 60 (sixty) days at the end of the financial year (July to June). In the event of any overpayment by the Licensee, the Licensee may adjust any excess amount against quarterly payments in the next year.
- d. **Revenue sharing with ICXs and ANSs:** The Licensee in addition to the above shall share revenue with the ICXs and ANS operators as per the table above in Clause 6.02.
- e. The Licensee shall pay other fees and charges as may be levied by the Commission from time to time.
- f. If Licensee fails to pay the fees, charges, etc. in time, it shall be liable to pay a late fee of 15% (fifteen percent) per annum at compound rate on the outstanding amount. If the amount along with late fee is not paid in full within 60 (sixty) days as stipulated, such failure may result in cancellation of the License.
- 6.04 **Radio Equipment and Spectrum Charges:** The rights granted to the Licensee do not include any rights to use any radio frequency until such frequencies are allocated by the Commission. If any frequency is allocated, the Licensee will be obliged to pay all required fees and charges related to such frequencies as fixed by the Commission. If the amount along with late fee is not paid in full within 60 (sixty) days as stipulated, such failure may result in cancellation of the allocated frequency.

## **7. RADIO FREQUENCY ASSIGNMENT**

- 7.01 Interconnection between/among the IGWS and ICXs will be through Optical Fiber Cable (OFC), Co-axial cable etc. IGWs will be connected to submarine cable or Satellite Earth Station through OFC. However, in exceptional circumstances where it will not be possible to realise the above mentioned interconnection through OFC only, the microwave and other radio system can be deployed with prior permission from the Commission. The Commission may provide such permission for Microwave Equipments subject to the availability of frequency as per National Frequency Allocation Plan (NFAP) and in conformity with the frequencies already allocated for the particular area under consideration.
- 7.02 The Licensee shall not import/purchase any radio equipment for their network without taking prior permission from the Commission.
- 7.03 Assigned frequencies and radio equipments are not transferable.
- 7.04 The Commission reserves the right to cancel the assigned frequencies for the reasons of National Security or National Interest.
- 7.05 The Commission reserves the right to inspect the telecommunications and systems without prior notice.

## **8. FACILITY SHARING**

The Licensees may cooperate among themselves and share infrastructure-related facilities. For such cooperation, the Commission's knowledge and approval will be mandatory for the intended licensees. Alternatively, the Commission may direct a Licensee to share its facilities with others on ground of common interest. Such direction shall have to be complied by the licensees.

## **9. NETWORK ROLLOUT**

The Licensee shall establish and commence the International Gateway Services within 4 (four) months of issuance of the License. Failure to do so shall result in automatic encashment of the Bank Guarantee (security deposit) including cancellation of license.

## **10. BALANCE FLOW OF TRAFFIC**

10.01 To maintain balance flow of traffic the Licensee must route at least 30% (thirty percent) of its international incoming traffic through each of the ICX Licensees including BTTB.

10.02 To maintain balance flow of traffic each of the ICX Licensees including BTTB must route at least 20% (twenty percent) of its outgoing international traffic through the Licensee.

## **11. SECURITY FOR PERFORMANCE**

11.01 As security for the performance of Licensee's obligation, the Licensee shall deliver to the Commission an unconditional bank guarantee for the amount of Taka 15,00,00,000.00 (Taka fifteen crore) only with a minimum validity of 1 (one) year.

11.02 After establishment of the International Gateway within the stipulated time to the satisfaction of the Commission as per Technical Requirements appended as Schedule-2 herein, 50% (fifty percent) of the Bank Guarantee will be released to the Licensee within 90 (ninety) days from the day of commencement. The remaining amount will be with the Commission until the validity of the license. For convenience of the licensee, such bank guarantee may be replaced with a new one periodically with minimum one year validity.

## **12. TARIFFS AND PRICING**

12.01 The Licensee shall not commence with any of the services before obtaining written approval for its tariff from the Commission and shall strictly comply with all directives of the Commission as and when imposed upon them.

12.02 The Licensee shall seek the written approval of the Commission before making any changes to the approved tariffs.

12.03 The Licensee shall have to submit the copy of the agreements entered into between itself and the foreign carrier and/or ICXs along with detailed breakdown of tariff to the Commission.

### **13. BILLING**

13.01 The Licensee shall take all reasonable steps to ensure that its billing systems used in connection with the service are reliable and accurate and capable of generating billing information in different formats including itemized billing.

13.02 The Licensee shall keep records of any billing in such form as may be specified by the Commission and shall supply such records at the request of the Commission.

### **14. TECHNICAL REQUIREMENTS**

Technical requirements to be fulfilled by the Licensee is appended herewith as Schedule-2.

### **15. DISPUTE RESOLUTION**

In the event of any differences or disputes with other licensed telecom operators and failure to resolve the differences or disputes among themselves, the Licensee shall refer the matter to the Commission for resolution of the same. The decision of the Commission in that regard will be final and binding.

### **16. ACCOUNTS**

16.01 The Licensee shall maintain separate accounts and other records, in accordance with acceptable accounting practices. The Commission reserves the right to issue accounting guidelines to the Licensee from time to time.

16.02 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.

16.03 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.

16.04 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.

16.05 All financial transactions (in local and foreign currency) in relation to the License must be through Scheduled Bank(s) of Bangladesh. 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 10<sup>th</sup> day of each calendar month.

## **17. CHANGES IN MANAGEMENT STRUCTURE**

- 17.01 The Licensee shall seek written approval of the Commission before making any change of ownership, shareholding and any such change shall not be valid and effective without the prior written approval of the Commission.
- 17.02 All directors and shareholders of the Licensee must be resident Bangladeshi Citizen. And once granted a License, shares cannot be transferred or new shares issued without prior written permission of the Commission. Shares/ ownership etc. cannot be transferred to anyone who is not a Bangladeshi entity and in case of a company, the shareholders and directors must be resident Bangladeshi, and in case of any such transfer the same shall stand as void.
- 17.03 No shareholder or a member of his family of the company that is awarded the License in the capacity of an owner, shareholder, director, officer or partner of any other company can hold or will hold any other License from BTRC.
- 17.04 Any breach of the above conditions contained in Clause Nos. 17.01, 17.02 and 17.03 shall result in cancellation of the license.

## **18. INFORMATION, INSPECTION AND REPORTING**

- 18.01 The Licensee shall furnish necessary information and other related matters as may be asked by the Commission from time to time.
- 18.02 The Commission or any person authorized by the Commission shall take the copies of records, documents and other information relating to the Licensee's business for the purpose of enabling Commission to perform its functions under the Act and provisions in the License.
- 18.03 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.
- 18.04 The Commission or its authorized representatives shall have free access to the installation and equipments of the Licensee and may inspect such installations at any time and the Licensee shall be bound to provide all sorts of cooperation and assistance for inspection, tests and monitoring.

## **19. AMENDMENTS**

- 19.01 The Commission has the right to change, amend, vary or revoke the terms in this License, which has relevance to exercising powers of the Commission provided in the Act.
- 19.02 The Commission may suspend, cancel all or part of this License and/or impose fine for any violation of any condition of this License.



19.03 The Commission reserves the right to modify these conditions or incorporate new conditions if considered necessary in the interest of national security and/or public interest.

## **20. SUSPENSION, REVOCATION AND FINES**

20.01 The Commission may, in any of the events specified in Section 46 of the Act, suspend or cancel all or any part of this License and / or impose fine as mentioned in Section 46(3) of the Act.

20.02 The Commission may also impose fine under Section 63(3) and Section 64(3) of the Act for any violation of any condition of this License.

20.03 On the disclosure of any of the disqualifications being suppressed by the Licensee, the License shall be cancelled and the Licensee shall be liable to be punished under the relevant provisions of the Act.

## **21. TRANSFER**

This License and any right acquired hereunder shall not be transferred, wholly or partly, and such transfer, if any, shall be void.

## **22. MISCELLANEOUS**

22.01 The Licensee shall comply with all terms and conditions of this License, applicable legislation including the Bangladesh Telecommunication Act 2001 (as amended) and any applicable subsidiary legislation and all directions issued by the Commission from time to time. The Schedules and Appendices annexed herewith shall form part of the License.

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

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

22.04 Unless otherwise stated-

a. all headings are for convenience only and shall not affect the interpretation of the provisions of this License;

b. the words importing the singular or plural shall be deemed to include the plural or singular respectively;

- c. any reference in this License to a person shall be deemed to include natural and legal persons and “he” shall denote both genders;
- d. ‘or’ shall include ‘and’ but not vice versa;
- e. all references herein to applicable legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time.

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

22.06 Violation of any of the conditions of the License shall render the License to be cancelled.

Signed on this .....day of .....2007

## SCHEDULE- 1

### 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.

01. **“Access Network Service Operators (ANS Operators)”** means the PSTN, Cellular, Cable Service Provider and ISPs who have a direct access with the subscribers.
02. **“Act”** means the Bangladesh Telecommunication Act, 2001 (Act no. XVIII of 2001) as amended;
03. **“Application form”** means a form prescribed for applying for the license for the operation of IGW services;
04. **“Bangladeshi Entity”** means Bangladeshi resident citizens, proprietorships, partnerships and companies registered under ‘Joint Stock of Companies and Firms’ under the Companies Act 1994.
05. **“BTTB”** means the Bangladesh Telegraph and Telephone Board established under the Bangladesh Telegraph and Telephone Board Ordinance, 1979 and any of its successors .
06. **“Business Process Outsourcing (BPO)”** refers to the increasing trend of relocating entire business function and processes to either self-owned or third party service providers, typically in low cost location. The most common examples of BPO are Call Centers, Human Resources Management, ‘Back Office’ Banking, Accounting, Insurance Claim, Tax, Payroll, and other business data process outsourcing.
07. **“Call Detail Record (CDR)”** is generated by all types of switch and HUB in the form of binary or any other form of file that includes all types of records of outgoing and incoming calls such as caller and called party number, origin and destination of calls, call duration, calling time, location, etc.
08. **“Commission”** means the Bangladesh Telecommunication Regulatory Commission established under the Bangladesh Telecommunication Act 2001(as amended);
09. **“Family”** means father, mother, husband or wife, son, daughter, step-son, step-daughter.
10. **“Government”** means the Government of the Peoples’ Republic of Bangladesh;
11. **“ILDTS Policy 2007”** means the International Long Distance Telecommunication Services Policy 2007.
12. **“Interconnection”** means the visible or invisible or physical or logical linking of more than one telecommunication network in order to enable the users of one network to communicate among themselves or to communicate with the users of another network or to avail themselves of the service of the other network;

13. **“Interconnection Exchange (ICX)”** refers to switching system which provides interconnections among the existing/future telecommunication network of the operators and allows monitoring, Lawful Interception (LI) facilities and roaming number portability.
14. **“International Gateways (IGWs)”** are switching systems through which international voice traffic (VoIP and Clear Channel) is sent and received. IGW allows physical monitoring of the traffic flow.
15. **“ITU”** means International Telecommunication Union;
16. **“License”** means an authorization issued by the Commission under section 36 of the Act and Regulations issued by the Commission for establishing, operating and maintaining IGW systems and services;
17. **“Multi Router Traffic Grapher (MRTG)”** is a tool to monitor the traffic load on network-links. MRTG generates HTML pages containing GIF images and also other formats which provide live visual representation of traffic. It allows the user to see traffic load on a network over time in graphical form.
18. **“Next Generation Network (NGN)”** is a packet based network able to provide services including telecommunication services and able to make use of multiple broadband, QoS-enabled transport technologies and in which service related function are independent from underlying transport related technologies. It offers unrestricted access by users to different service providers. It supports generalized mobility which will allow consistent and ubiquitous provision of services to users.
19. **“Number Portability”** is the term used to describe capability of individuals, business and organizations to retain their existing telephone number(s) and the same quality of service when switched to another local service provider.
20. **“NTP”** means the National Telecommunication Policy, 1998 as amended from time to time;
21. **“Operator”** means an organization or a person licensed for establishing or operating a telecommunication system or providing telecommunication service or operating a system which is the combination or more than one of those facilities.
22. **“PBG”** means Performance Bank Guarantee from a scheduled Bank;
23. **“Point of Presence (POP)”** means setting up of switching centre and transmission centre of appropriate capacity to provide on-demand service of prescribed quality and grade of service in a non-discriminatory manner.
24. **“Point of Interconnection (POI)”** means the physical location at which two or more networks interconnect through switches, nodes or other facilities and offering access to the operator/service operators.
25. **“Packet Switching”** is a method to move data around on the Internet. In packet switching, the data is broken up into chunks, attached with address and allows many people to use same line at the same time.
26. **“Quality of Service (QoS)”** is evaluated on the basis of measures on the grade of service, calls lost due to wrong processing, bit error rate, response time, acceptable number of faults per unit subscribers served, and Mean Time To Restore (MTTR), faults carried over beyond the MTTR, etc.
27. **“Regulation”** means, regulations made or will be made in the future by the Commission under the Act;

28. **"Session Initiation Protocol (SIP)"** is an application layer protocol that uses text format messages to setup, manage and terminate multimedia communication sessions. SIP enables the audio signals and dialled digits to be converted into packets that can be routed through a data network i.e. internet.
29. **"SS7"** means signalling system number 7 which is an ITU-T common channel signalling protocol.
30. **"Telecommunication"** means transmission and reception of any speech, sound, sign, signal, writing, visual image and any other intellectual expression by the way of using electricity or electro-magnetic or electro chemical or electro-mechanical energy through cable, radio, optical fibre or other electro- magnetic or electro chemical or electro-mechanical or satellite communication system.
31. **"Telecommunication Service"** means any of the following services:-
  - 31.1 Transmission or reception, with the help of a telecommunication system, or anything that falls within the purview of the definition of telecommunication.
  - 31.2 Any value added telecommunication service (e.g. fax, voice mail, paging service).
  - 31.3 Internet services.
  - 31.4 IP-TV services.
  - 31.5 Supply of information or directory relating to a telecommunication system for the convenience of using a service mentioned in (31.1), (31.2), (31.3) and (31.4) above;
  - 31.6 A service for installation, or a service relating to the adjustment, alteration, repair, moving or replacement of such apparatus.
32. **"Telecommunication System"** means a combination of the telecommunication apparatus (e.g. switching system, transmission apparatus, terminal apparatus, satellite etc.) whether or not these equipment are visibly connected with one another, or whether or not they are combined in using the transmission or reception of any information or message.
33. **"tElephone NUmber Mapping (ENUM)"** is mapping of "Telephone Numbers" to Uniform Resources Identifiers (URIs) using the Domain Name System (DNS) in the domain e164.arpa. ENUM enables the convergence between the PSTN/PLMN and Internet.
34. **"Tariff"** means rates, charges payable by a subscriber/party for service provided and related conditions at which telecommunication services may be provided including rates and related conditions at which messages shall be transmitted, deposits, installation fees, rentals, free calls, usages charges and any other related fees or service charge.
35. **"Voice over Internet Protocol (VoIP)"** is the routing of voice conversations over the Internet or any other IP network. The voice data flows over a general-purpose packet-switched network, instead of the traditional dedicated, circuit-switched voice transmission lines.
36. **"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".

## 37. Abbreviations

37.01	ANS	-	Access Network Services.
37.02	ASCII	-	American Standard Code for Instruction Interchange
37.03	BHCA	-	Busy Hour Call Attempts
37.04	BNS	-	Backbone Network Service.
37.05	BPO	-	Business Process Outsourcing.
37.06	BTRC	-	Bangladesh Telecommunication Regulatory Commission.
37.07	BTTB	-	Bangladesh Telegraph & Telephone Board.
37.08	CALEA	-	The Communication Assistance for Law Enforcement Act (US)
37.09	CDR	-	Call Detail Record.
37.10	CCS7	-	Common Channel Signalling No. 7
37.11	DDF	-	Digital Distribution Frame
37.12	ENUM	-	tElephone NUmber Mapping.
37.13	ETSI-ES	-	European Telecommunications Standard Institute- European Standard
37.14	ICX	-	Interconnection Exchange.
37.15	IEC	-	International Electrotechnical Commission
37.16	IETF	-	Internet Engineering Task Force
37.17	IGW	-	International Gateways.
37.18	ILDTS	-	International Long Distance Telecommunication Services.
37.19	IP	-	Internet Protocol.
37.20	IPLC	-	International Private Leased Circuit.
37.21	IPO	-	Initial Public Offer.
37.22	ISO	-	International Organization for Standardization
37.23	ISP	-	Internet Service Provider.
37.24	IX	-	Internet Exchange.
37.25	LEA	-	Law Enforcing Agencies
37.26	LI	-	Lawful Interception.
37.27	MRTG	-	Multi Router Traffic Grapher.
37.28	NGN	-	Next Generation Network.
37.29	POP	-	Point of Presence.
37.30	POI	-	Point of Interconnection.
37.31	PLMN	-	Public Land Mobile Network.
37.32	PSTN	-	Public Switched Telephone Network.
37.33	QoS	-	Quality of Service.
37.34	SIP	-	Session Initiation Protocol.
37.35	SLA	-	Service Level Agreement
37.36	STM-x-	-	Synchronous Transfer Mode (Fibre Channel Card)
37.37	VoIP	-	Voice over Internet Protocol.
37.38	VPN	-	Virtual Private Network.
37.39	VSAT	-	Very Small Aperture Terminal.

## SCHEDULE -2

### TECHNICAL REQUIREMENTS FOR INTERNATIONAL GATEWAYS (IGWS)

The International Voice Gateways to be installed must meet the following minimum technical criteria.

#### **1. TYPE OF SWITCHING TECHNOLOGY:**

- 1.01 The IGWs must have both circuit switching and packet switching technologies. The packet switching technology must have NGN functionalities. These two types of switching technologies may be combined in a single system or in two separate systems located in the same premise.
- 1.02 All international voice calls including VoIP, originating from and terminating to Bangladesh, would be routed through the International Gateway Exchanges (IGWs). Prior approval of Commission would be required for international 'Transit Call Services' between two overseas carriers.

#### **2. LOCATION AND CAPACITY:**

- 2.01 All IGWs will be located in Dhaka.
- 2.02 Each IGW must have initial capacity to handle at least 20,000 concurrent calls and shall have sufficient BHCA (Busy Hour Call Attempts) capacity considering standard acceptable grade of service, average call holding time etc.
- 2.03 Based on traffic forecasts of ICX and ANS Licensees, IGW Licensees will arrange capacity expansion on 2 months lead time basis.
- 2.04 IGW Licensees must arrange for all technical and operational facilities to fulfill SLA (Service Level Agreement) with ANSs and ICXs.

#### **3. INTERFACE REQUIREMENTS:**

##### **3.01 International Side:**

Both TDM and IP interfaces should be there at international side. The connectivity will be at STM-1, STM-4 or Ethernet level with SEA-ME-WE-4 cable or any other level subject to availability of the submarine cable system(s) from authorized operator(s) in Bangladesh. However, for interface requirement, the IGW Licensee will arrange with Submarine Cable operator and IGW Licensee's overseas carrier.

##### **3.02 National side:**

Initially, only TDM interfaces will be used at National side to connect with the Interconnection Exchanges (ICXs). The interface will be in STM-x level as available with ICX. Any new interface in this respect may be installed subject to permission of the Commission.

#### **4. SIGNALING/PROTOCOL:**

- 4.01 The CCS7 Signalling shall be used based on ITU-T White Book or later version. Moreover, it shall be backward compatible with Blue Book variants prevailing in Bangladesh.
- 4.02 On International side, in addition to CCS7, all standard NGN signalling protocol recommended by ITU-T and IETF shall be available. However, IGW Licensee is solely responsible for inter-working with overseas operators.
- 4.03 The NGN equipment must support IPv6.

## **5. CONNECTIVITY:**

- 5.01 The IGW Licensee will have connectivity only with ICXs Licensee at national side. Any suitable interconnection media may be used in STM-x level.
- 5.02 ICXs Licensee will arrange to connect with the IGWs. This interconnection network will be established, developed and maintained by ICXs Licensee.
- 5.03 ICXs Licensee shall arrange transmission media and necessary terminal equipment (if needed) up to ODF/DDF of IGWs.
- 5.04 IGWs shall have primary connectivity with overseas voice carriers/IP bandwidth providers through Submarine Cable. The Licensee may also lease bandwidth from authorized IP Transit Operator(s) in Bangladesh. The IGWs Licensee will have to lease capacity from Submarine Cable Operator and will have to connect with overseas carriers at their own arrangement. The IGW Licensee shall arrange to reach the domestic PoPs of submarine cable with suitable transmission media.
- 5.05 IGWs Licensee will arrange back up connectivity through Satellite earth Station/VSAT until alternate submarine cable is available. This backup connectivity should have the capability to cater minimum 10% of the total bandwidth carried through Submarine cable. However depending upon the SLA with local ANS/ICX Licensees, IGW Licensees will arrange additional Satellite Earth Station/VSAT capacity. In case of new VSAT/Satellite Earth Station installation, it must be in the IGW exchange premise(s).
- 5.06 IGWs shall have connectivity among themselves. IGWs shall be responsible for establishing the interconnection among themselves for carrying traffic if necessary.
- 5.07 In case of any Interfacing problem, the Licensee who comes later would be responsible to solve the problem regarding interconnection. For any dispute between the parties, the decision of the Commission shall be final and binding upon all the parties.

## **6. ECHO CANCELLATION:**

- 6.01 For circuit-switching, echo cancellation function shall meet the following requirements and comply with the ITU-T recommendations G.165 and G.168.
- 6.02 The IGW shall adopt the echo cancellers for echo control of international circuits.
- 6.03 The echo cancellers shall contain the 'tone disable' function with either G.168 or G.164.
- 6.04 Enable or disable control of the echo canceller shall be automatically made by software depending on circuit connection status in addition to manual control.
- 6.05 The IGW shall ensure end-path delay up to 64ms and route specific settings of parameters such as delay etc.
- 6.06 In case of For packet-switching, appropriate echo cancellation mechanism shall be applied complying the ITU-T G.165/G.168 standards.

## **7. Speech Coding:**

- 7.01 The coding of TDM voice channels shall be according to A-law as per ITU-T G.711.
- 7.02 The IGWs shall have standard ITU-T recommended coding techniques for the conversion of TDM voice to packet as per clause-17 of this specification.



**8. IN CASE OF PACKET SWITCHING, THE IGWS SHOULD SUPPORT FAX TONES DETECTION AND TRANSMISSION AS PER ITU-T RECOMMENDATION T.38 (PROCEDURES FOR REAL-TIME GROUP 3 FACSIMILE COMMUNICATION OVER IP NETWORKS).**

**9. TIME SYNCHRONIZATION AND CLOCK ACCURACY:**

IGWs shall have the capability to keep time synchronization with the other Network Time Protocol (NTP) server. IGW Licensee has to install NTP server.

**10. NETWORK SECURITY:**

For Next Generation Network, the IGW Licensees shall follow code of practice for information security as specified in **ISO/IEC 17799** (later renamed as ISO/IEC 27002).

**11. LAWFUL INTERCEPTION (LI):**

11.01 The IGW shall be compliant as per ETSI ES 201 671 v.2.1.1. and CALEA J.25B.

11.02 LI system of IGW shall be extended with proper redundancy to Law Enforcement Agency (LEA) premises including transmission media, other necessary hardware and software for on-line and off-line monitoring, analysis of CDR etc.

11.03 IGW Licensees shall provide high capacity storage media, as per requirement, to store bulk CDR of IGW at LEA premises.

11.04 IGW Licensees shall provide for on-line listening of Call Content (CC) as per ETSI and CALEA standards and storing of CC as specified by LEA.

11.05 Duration of CDR and CC storage shall be decided by LEA and Commission.

**12. IGW SHOULD SUPPORT ENUM SERVICES.**

**13. CALL DETAIL RECORD:**

The IGWs must be capable of generating CDRs and recording detail data of all completed calls (both incoming and outgoing) for each of the circuit in any or all circuit groups. The following call-related data (not limited to) shall be generated and recorded in the system. The IGW Licensees have to take prior approval from Commission regarding the CDR format.

13.01 The CDR should contain at least, but not limited to, the following fields for outgoing calls.

- a) National Directory Number of the Calling Party;
- b) International Directory Number of the Called Party;
- c) Date and Time of the start of the call;
- d) Date and Time of the end of the call;
- e) Duration of the call;
- f) Call Category (outgoing);
- g) Outgoing Route Identifier (i.e., International side);
- h) Incoming Route Identifier (i.e., National side)
- i) Charging status of the call (Chargeable/Nonchargeable)

13.02 The CDR should contain at least, but not limited to, the following fields for incoming calls;.

- a) International Directory Number of the Calling Party;
- b) National Directory Number of the Called Party;
- c) Date and Time of the start of the call;
- d) Date and Time of the end of the call;

- e) Duration of the call;
- f) Call Category (terminating or transit);
- g) Outgoing Route Identifier (i.e. National side for terminating)
- h) Incoming Route Identifier (i.e. International side)

13.03 The initiation of charge shall start upon receipt of answer signal from the called subscriber and the charging shall stop when either party releases the call.

13.04 CDR back up and call content storage as per LI (Lawful Interception) compliance requirement are to be maintained.

13.05 Activation of the CDR recording shall be by default for any circuit or circuit group. Without CDR any call must not be allowed.

**14. The IGWs shall submit monthly reports showing daily call summary as per Commission approved format. The minimum, but not limited to, requirement of data shall be as follows:**

**14.01 International Out going calls:**

- a. Total no. of calls and paid minutes
- b. Total no. of calls and paid minutes for each carrier for every destination
- c. Total no. of calls and paid minutes for each ICX for every destination
- d. Total no. of calls and paid minutes for each ANS for every destination through each ICX
- e. Total no. of transit calls and paid minutes showing carrier, destination and origination (IGW, ICX, ANS)

**14.02 International Incoming calls:**

- a. Total no. of calls and paid minutes
- b. Total no. of calls and paid minutes for each carrier for every destination (ICX and ANS)
- c. Total no. of calls and paid minutes for each carrier for every origination
- d. Total no. of transit calls and paid minutes showing carrier and destination (IGW and ANS)

14.03 **International Transit Calls:** For transiting international calls between two overseas carriers, the IGW Licensees shall follow Commission's reporting format.

**15. CDR Data Protection:**

There must be enough protection against erasure or corruption of CDR in case of system shutdown, power failure, electro-magnetic interference, electrical & lightning surges, fault conditions, illegal access and wrong commands or card insertion. The records shall also be protected against any change-over or reset due to fault in hard disks or by any manual or by software means.

**16. Log Recording Facility:**

The IGWs must have log file facilities to record all types of system messages, fault and alarm messages, maintenance records etc. Records of all executed commands shall also be kept in log files and these files shall be stored in system hard disk. The logs must not be editable and must be on at all times. The system shall also provide the facility to dump this logs to maintenance terminals, on request and/ or automatically, and to secondary memory devices for storage. Log files shall be stored to meet LI compliance and audit trailing.

**17. REJECTION OF INCOMING CALLS:**

The IGWs shall have the capability to reject termination and/or block processing of incoming calls via any route by:

- a. Identifying the incoming route number
- b. Identifying the Number of the Calling party
- c. Identifying the called party number

**18. REJECTION OF TRANSIT CALLS:**

The IGWs shall have the capability to reject termination and/or block processing of transit calls via any route by:

- a. Identifying the called party number
- b. Identifying leading digits of the destination number
- c. Identifying the outgoing route number

**19. ANNOUNCEMENTS:**

The system shall have the following provisions:

- a. Provide embedded announcement functions
- b. Register announcements to be played.
- c. Broadcast the supported announcements.
- d. Request the ICX/ANS exchanges to play announcements.

**20. QUALITY OF SERVICE STANDARDS:**

- 20.01 For TDM-based voice service, the Licensee shall be responsible for ensuring that voice passes through its network shall have minimum loss. The guideline for minimum QoS is Mean Opinion Score  $\geq 4.34$  or R-scale  $\geq 90$  based on ITU-T Recommendation G.107.
- 20.02 For IP-based voice service, the Licensee shall be responsible for ensuring that voice passes through its network with minimum voice loss. The guideline for minimum QoS is Mean Opinion Score  $\geq 4.03$  or R-scale  $\geq 80$  based on ITU-T Recommendation G.107.
- 20.03 Testing reports must be made available to Commission periodically, as fixed by Commission, showing that minimum QoS level is being met.
- 20.04 The IGWs shall maintain records that demonstrate the manner and extent to which the QoS standards have been complied with and shall furnish a certified copy of such records to Commission on monthly basis. Commission may publish such QoS statistics on a regular basis.
- 20.05 The IGWs shall comply with all QoS standards imposed by Commission. Commission reserves the right to modify the QoS objectives from time to time for strict compliance.

**21. PERFORMANCE MONITORING BY COMMISSION:**

- 21.01 The IGW Licensees shall extend one of its O & M (Operation and Maintenance) Control Console at Commission premise for viewing real-time traffic and call data and saving traffic data, log files and CDR dumps. The IGW Licensees shall arrange the connectivity of sufficient speed/bandwidth to facilitate smooth monitoring. The terminal must be with original software and hardware to properly communicate with the IGW's O & M software. The IGW Licensee shall extend maintenance support of the supplied system.

- 21.02 The terminal shall be equipped with sufficient primary storage and external storage to maintain traffic data, log files and CDR dump for 6 months.
- 21.03 The IGW Licensees shall provide remote access to the log files from the terminal installed at Commission for inspection and storage.
- 21.04 The IGW Licensees shall arrange to continually save CDRs of all calls in the Hard Disk of the terminal at Commission in pre-fixed regular intervals of 15 minutes.
- 21.05 The IGW Licensees shall also provide customized software for processing and/or de-coding (if required) of the CDR Dump displaying and printing outputs (*for any, many or all circuits/ circuit groups*) in tabular formats, as fixed by Commission.
- 21.06 The IGW Licensees shall arrange training programs (at home and abroad) for COMMISSION and LEA personnel to enable them to monitor the performance of IGW and the LI requirement.
- 21.07 The IGW Licensees shall provide facility to Commission to continually observe traffic and performance-related data on any or all of the individual trunk circuit groups/links. There shall be provision to record and print (if required) results of such observations after pre-set period. At least the following counters have to be provided. Traffic measurement time interval shall be  $\frac{1}{4}$  hour,  $\frac{1}{2}$  Half hour,  $\frac{3}{4}$  hour, 1 hour and daily basis.

21.07.01. **For the system**

- a) Number of total Incoming calls presented per minute
- b) Number of total Outgoing calls presented per minute
- c) Number of total Transit calls presented per minute
- d) Total no. of successful and unsuccessful calls (detail)

21.07.02 **For every circuit group**

- a) Number of Inward calls presented per minute
- b) Number of Outward calls presented per minute
- c) Number of circuits engaged for incoming calls
- d) Number of circuits engaged for outgoing calls
- e) Number of circuits in use
- f) Number of equipped circuits
- g) Number of incoming seizures refused
- h) Number of outgoing seizures refused
- i) Total number of successful calls
- j) Percentage of successful Incoming calls
- k) Percentage of successful Outgoing calls

21.07.03 **For a destination**

- a) Observation of call distribution
- b) Observation on causes of call failure

21.07.04 **Measurement of Traffic Volume in Paid Minute**

- a) Total originating traffic
- b) Total terminating traffic
- c) Total Transit traffic
- d) Outgoing traffic per route
- e) Incoming traffic per route
- f) Outgoing traffic per destination
- g) Outgoing traffic per circuit group

- 21.08 The IGW Licensees shall arrange the facility to provide hourly and daily `output of routine traffic data. The format shall contain any or many of the counters detailed above as required by COMMISSION.
- 21.09 The IGWs shall have provision for saving & printing of Traffic Data/Performance measurement data. Following facilities should be provided.
- 21.10 The IGWs shall have facility to save any or many sets of traffic observation data output in the terminal hard disk.
- 21.11 There shall be facility to transfer those data to external storage devices
- 21.12 The IGW Licensee shall provide facilities for printing different traffic/measurement data from O&M terminal at COMMISSION.

**22. Traffic sharing control:**

In case of use of alternate/multiple routes, traffic sharing shall be in percentage. Setting of traffic volume in percentage in a route shall be under MML commands.

**23. OTHER REQUIREMENTS:**

- 23.01 IGWs shall ensure 99.999% service availability.
- 23.02 IGW Licensee shall provide 24/7 support to interconnecting exchanges and be manned by qualified personnel.
- 23.03 The Commission reserves the right to modify the above requirements as and when felt necessary.

**SCHEDULE-2(A)**

**International Call Charges (Clear Channel)**

Group	Countries	Call Charge per Minut	
		Peak Hour	Off Peak Hour
1	India, Pakistan, Nepal, Bhutan, Maldives, Srilanka, Thailand, Hong Kong, Singapore, Malaysia, UAE, Saudi Arabia, Qatar, Bahrain, Oman, Kuwait, and Indonesia	Tk.18.00 (Taka eighteen) only	Tk.15.00 (Taka fifteen) only
2	(a) Countries of Asia continent that are not included in Group-1. (b) UK, Germany, France, Italy, Nether Land and Australia. (c) USA and Canada.	Tk.24.00 (Taka twenty four) only	Tk.18.00 (Taka eighteen) only
3	(a) Countries of Europe, Australia and North America Continents that are not included in Group-2. (b) Countries /Islands of Pacific Ocean Region,	Tk.27.00 (Taka twenty seven) only	Tk.21.00 (Taka twenty one) only
4	North America, Countries of Africa and other remaining Countries.	Tk.30.00 (Taka thirty) only	Tk.24.00 (Taka twenty four) only
Peak Hour = 08:00 AM to 22:00 PM Off-peak Hour = 22:00 PM to 08:00 AM and Weekly & Govt. Holidays			

### SCHEDULE-3

#### PRO-FORMA OF SECURITY DEPOSIT AS BANK GUARANTEE

[Bank Letterhead]

[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. 15,00,00,000.00  
(Taka fifteen crore) 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 International Gate 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 serves as security deposit for fulfilment 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 of Tk. 15,00,00,000.00 (Taka fifteen crore) only as described in the regulatory and licensing guidelines for  
invitation of applications for issuing International Gateway Service license as decided by the Commission 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 in the annexed Form-1 and executed by an authorised representative of the Commission;
- (c) Payment is 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
- (e) In the event that the Bank fails to make payment as stipulated above, the

This Guarantee is irrevocable and shall remain in force from the date hereof until terminated by written notice from the Commission.

The Bank shall not be discharged or released from its obligations under this Guarantee unless it has paid any or all sums up to the amount as stated in the License and this has been confirmed in writing by the Commission.

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

Signed by,

\_\_\_\_\_  
for and on behalf of:

\_\_\_\_\_  
Name of Bank

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
date



## WITHDRAWAL REQUEST FORM

[Letterhead of the Commission]

[Date]

To: [Name of Bank]  
[Address]

Dear Sir,

RE: REQUEST FOR PAYMENT OF BANK GUARANTEE AGAINST SECURITY DEPOSIT

This is with reference to the bank guarantee dated [ ] issued by you on behalf of [Licensee].

We wish to inform you that [Licensee] has failed to meet its obligations under the License.

Kindly let us have payment of the sum of [ ] in accordance with the terms and conditions of the bank guarantee.

[Name of Authorized Representative of the Commission]  
for and on behalf of  
Bangladesh Telecommunications Regulatory Commission

## **SCHEDULE -4**

### **INSTRUCTIONS FOR COMPLETING THE APPLICATION FORM FOR IGW LICENSE**

1. The prescribed Application Form annexed as Schedule-5 is the first and foremost instrument for obtaining IGW License.
2. Unless otherwise indicated, all sections in the application form must be completed together with the supporting affidavit in Schedule-6. The completed application form and any supporting documents required should be sent to the address of the Commission in duplicate, together with one soft copy in CD containing the complete application in PDF Format. The application form and all supporting documents must be in English. All copies of original documents e.g. certificates of incorporation, must be certified as true copies by a notary public of Bangladesh.
3. The application must be made only by the applicant's authorized personnel. The Commission reserves the right to reject the application if it is found that the information or documents provided for, in this application are untrue, inaccurate or incomplete.
4. The License shall be granted subject to the payment of License Acquisition fee and any other relevant fees as laid down in the Licensing Guidelines.
5. All other fees and security deposit for the IGW License shall be as set out in the License.
6. The License fees and other fees payable in connection with this application and the IGW License shall be paid by way of Bank Draft/ Pay Order made in favour of the Commission. All payments must be made in Taka on/before the due date for payment.
7. The Commission reserves the right either to accept or reject any application submitted without assigning any reason thereof.
8. Consideration for approval of the application shall be based on information declared in the application form. Where it thinks fit, the Commission may seek clarification or request additional information from any entity arising from the application. Any failure to notify or respond to the Commission may affect the application or any License issued pursuant to it. Any delay in notification or response may also affect the time for a decision on the application.

9. The applicant must provide a Letter of Comfort stating the specific amount from a scheduled Bank attesting that the Bank is willing to finance the applicant up to the cost projected in its business plan if the applicant wins the Auction.
10. The Commission reserves the right to disclose any information submitted by applicants to any competent authority if the Commission deems the same necessary.
11. Checklist of documentation must be provided with all Applications. Full details are in the Application Form.

**This is only a checklist for reference:**

- The applicant will submit 2 (two) copies of its application/offer with all relevant documents of which 01(one) will be original while the remaining 01 (one) will be copy along with one soft copy in CD containing the complete application in PDF Format. Each page of the application including tender documents has to be authenticated/ signed by authorized personnel.
- Certified true copies of Memorandum and Articles of Association and Certificate of Incorporation for corporate applicants.
- Certified true copies of share certificates demonstrating ownership interest in application (if applicable).
- List of Directors with details of their shareholdings, and relation to other Operators and applicants for a License along with bio-data and photo.
- List of Shareholders with details of equity ownership.
- Proposed financial information including capital expenditure plans, budgets and other financing plans for first five years.
- Up to date Income Tax Clearance Certificate (if applicable) and TIN Certificate.
- Most recent interim financial results and management accounts for applicant and its key shareholders/investors.
- Letter of Comfort from a scheduled bank.
- Organization, business and implementation plan as per the chart in Schedule-7.
- Application Fee.
- Filling up the Application Form and to submitting the supporting documents as well.

**Schedule-5**

**BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

APPLICATION FORM

[Section 36(5) of the Act 2001]

For IGW License

**Information Requirement**

SI	Information required	Information furnished/compliance
01	<p><b>Identity of Applicant</b></p> <p>Name of Person/Company/Firm/Partnership/Consortium/Society as the case may be.</p>	
02	<p><b>Business Address and Registered Office Address and Telephone number, facsimile number, E-mail and Website details.</b></p>	
03	<p><b>Business or Company's structure details</b></p> <p>For applicants that are corporate entities, include/ submit copies of Certified true copies of Memorandum and Articles of Association and Certificate of Incorporation / registration or other equivalent documents.</p> <p>If applicant company is in the name of a consortium which includes one or more corporate members or partnerships, include/submit documents for each corporate member or partnership as applicable along with up to date clearance certificate of Income Tax (if applicable) for each and individual member of the consortium.</p> <p>If applicant company is a partnership, provide copy of partnership deed or equivalent documents.</p> <p>If applicant is a society or other organisation, provide rules of society or equivalent documents.</p> <p>If the applicant is a Company/firm, provide documents of registration from the Registrar of Joint Stock Companies and Firms, as well as from the concerned Chamber of Commerce and Industries or equivalent trade bodies and also submit a clearance certificate of Income Tax paid (if applicable).</p>	
04	<p><b>Contact Person's Name and Position</b></p> <p>The person should be an appropriate senior level individual i.e. Chairman, Managing Director, Chief Operating Officer, Chief Executive Officer, Chief Technical Officer, Chief Commercial Officer, who would be an appropriate point of contact for general and/or technical enquiries.</p>	
05	<p><b>Contact Person's Passport No. and Country of Issue</b></p> <p>With Photocopy of the first six pages of the passport.</p>	
06	<p><b>Contact Number of the contact person</b></p> <p>(Telephone, Fixed &amp; Mobile, Facsimile and E-mail)</p>	
07	<p><b>Business Proposal</b></p> <p><b>As per document annexed as Schedule-7.</b></p>	

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

I/we also declare that I/we have read, understood and undertake to comply, with all the terms and conditions outlined or referred to in the Commission document entitled Regulatory and Licensing Guidelines for invitation of application for granting of IGW license in the country, and those terms and conditions included in the License to be issued to us/me, if this application is approved by the Commission.

\_\_\_\_\_  
Name & Designation & Company Stamp

\_\_\_\_\_  
Date

**SCHEDULE-6**

**AFFIDAVIT**

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

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

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

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

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

OR

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

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

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

b) That this certification is made for the expressed purpose of an application by  
\_\_\_\_\_ for an International Gateway License from the  
(name)  
Bangladesh Telecommunication Regulatory Commission;

c) The Applicant will make available to the Commission or any other of its authorized agencies any information they may find necessary to verify any item in the application or regarding its competence and general reputation;

d) That the Applicant has not held any License of the Bangladesh Telecommunication Regulatory Commission that the Applicant (where the Applicant is an individual) or the owner of the Applicant or any of its directors or partners (where the Applicant is a company, corporation, partnership or society):

(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) he has not been charged with illegally terminating calls by using VoIP technology.
- (vii) any license of his has not been cancelled by the Commission at any time during the last 5 (five) years.

e) That no shareholder/director or a member of his/her family of the applicant in the capacity of an owner, shareholder, director, officer, partner or consultant of any other company holds any other license from Bangladesh Telecommunication Regulatory Commission.

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

\_\_\_\_\_  
 Director/Secretary/Partner/Duly Authorised Representative/Attorney/Individual  
 as or on behalf of the Applicant

WITNESSES

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

Subscribed and sworn to before me

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

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

**SCHEDULE-7**

**BUSINESS PROPOSAL**

<b>No.</b>	<b>Item Description</b>
1	<b>Organization/ Company:</b> Description of the applying organization (Company background including experience of the company or its shareholders, directors, employees and partners in current and previous business ventures.)
2	<b>Stakeholders:</b> Brief Description of Owners, shareholders, directors, partners, associates, shareholding companies (& their owners, directors). The individual level eventual ownership must be established and detail resume of those individuals must be provided.
3	<b>Experience in relevant field:</b> Experience & knowledge of the company or its shareholders, directors, employees, potential employees, partners in relevant field including the experience in Telecommunication business, Telecommunication infrastructure building, Telecommunication equipment integration, Telecommunication system operation & maintenance, Management, Finance, overseas communication, marketing, customer care, risk management etc.
4	<p><b>Project Management and Implementation Plan</b></p> <ul style="list-style-type: none"> <li>a. Proposed Organization chart</li> <li>b. Brief responsibility (job description) of key personnel and work groups as per the organization chart</li> <li>c. Project implementation and management plan (detail of all aspects must be covered)</li> <li>d. Project implementation schedule (Gantt chart)</li> <li>e. Contingency and backup plan description for timely project implementation</li> <li>f. Management strategy and future plan</li> </ul>
5	<p><b>Competence level:</b> Provide detail of proposed Key personnel for following fields</p> <ul style="list-style-type: none"> <li>A. Technical, Operations &amp; Management</li> <li>B. Marketing, Sales &amp; customer support</li> <li>C. Finance, legal and administration</li> </ul> <p>Profile &amp; Resume of key personnel for these fields should be submitted. Respective profiles should be marked with the <b>field</b> name. <b>Interview</b> of key personnel may be performed. If employees are not hired yet then provide detail of selected potential employees with their consent letter.</p>



No.	Item Description
6	<p><b>Proposed Technical Solution:</b></p> <ul style="list-style-type: none"> <li>a. Technical system design criteria and assumptions.</li> <li>b. Detail system description.</li> <li>c. Quality of service obligation fulfillment plan.</li> <li>d. System redundancy detail with expansion options</li> <li>e. Proposed solution implementation references.</li> <li>f. LI Compliance detail</li> </ul>
7	<p><b>Market understanding, strategy &amp; Marketing Plan:</b></p> <ul style="list-style-type: none"> <li>a. Provide detail of relevant market assessment</li> <li>b. Applicants strategy for marketing</li> <li>c. Detail marketing Plan</li> <li>d. Contingency plan of applicant(operator) for changed market scenario</li> <li>e. Detail customer care plan</li> </ul>
8	<p><b>Financial Analysis and Proposed Financing pattern</b></p> <ul style="list-style-type: none"> <li>a. Assumptions for detail financial analysis (as per technical, operations and marketing plan</li> <li>b. Detail Financial Analysis with minimum auction % (25% revenue share with the commission) and Proposed Financing Pattern detail. This should include Total project cost &amp; cost financing pattern, assumptions for financial analysis, together with projected five years working capital, revenue, cost of services, cost of administration &amp; marketing, financial costs, Profit and loss calculation, cash flow statement, IRR calculation, balance sheet and DSCR calculations.</li> </ul>
9	<p><b>Investment Plan and source of fund detail</b></p> <ul style="list-style-type: none"> <li>a. As per financial analysis proposed source of funds</li> <li>b. Supporting documentation regarding source of fund mobilization (bank comfort letter, equity source, other financial source detail)</li> </ul>
10	<p><b>Overall Business strategy and its contribution to telecom sector and the country:</b> Describe the business strategy of the organization. How the proposed strategy will contribute to Bangladesh's Telecom sector and subscribers (specific contribution &amp; benefits to be listed).</p>
11	<p><b>Risk management plan</b></p> <ul style="list-style-type: none"> <li>a. Risk identification</li> <li>b. Risk response strategy &amp; Plan</li> </ul>
12	<p><b>Social Commitments:</b> Describe how the applicant proposes to undertake social commitments and participate in nation building.</p>
13	<p><b>Presentation:</b> Applicant may be asked to provide detail presentation of its proposal and business case to the Commission before the auction.</p>