



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB Bhaban , Ramna, Dhaka-1000

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**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

REGULATORY AND LICENSING GUIDELINES

ON

International Gateway (IGW) Services

1. INTRODUCTION

- 1.01 The Bangladesh Telecommunication Regulatory Commission (hereinafter referred to as “the Commission”) has been granted powers under section 36 of the Bangladesh Telecommunication Act 2001, as amended (hereinafter referred to as “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 (IGW) Services as envisaged in the International Long Distance Telecommunication Services Policy (ILDTS Policy).
- 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 Sections 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- 1.04 These Guidelines may be withdrawn, revised, updated or amended from time to time, without any prior notice, to take into consideration various factors including, but not limited to, any threat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 and 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 these guidelines as APPENDIX-4.

3. OBJECTIVES

- 3.01 These Guidelines are intended to provide an overview of the licensing and regulatory framework for applicants seeking to obtain 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 International Gateway Services in Bangladesh as envisaged in the International Long Distance Telecommunication Services Policy (ILDTS Policy).

3.03 International Gateway Services License to be issued under these Guidelines will authorize the 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.

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 Prior approval of the Commission with necessary conditions is mandatory before launching of any other services.

4.03 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. GENERAL REQUIREMENTS

5.01 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 which are not covered by the Bangladesh Telecommunication Act, 2001 (as amended).
- (c) Licensing Procedure Regulations, 2004 (as amended).
- (d) Any Act of Parliament and Regulation(s) made or to be made by the Commission.

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

- (i) He is an insane person;
- (ii) He has been sentenced by a court under any law, other than this Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (iii) He has been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (iv) He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- (v) He has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
- (vi) Any of his Licenses has been cancelled by the Commission at any time during the last 5 (five) years;

- (vii) If prosecution is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for illegal call termination using VoIP technology or for violation of the Act.
- 5.03 In addition to the mandatory grounds for disqualification for applying for a License referred to in clauses 5.02, 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;
 - (b) How far the issuance of the License will serve the public interest and national security.
- 5.04 IGW operator license will be issued only to Bangladeshi entities (resident citizens, proprietorships, partnerships - under the Partnership Act, 1932 and companies registered under 'Joint Stock of Companies and Firms' under the Companies Act, 1994). Foreign entities (citizens, companies or subsidiaries or holding companies) and non-resident Bangladeshi entities are not eligible to be Owners / Directors / Shareholders / Investors / Partners of these licensee entities.
- 5.05 No shares can be transferred or new shares be issued nor any merger / amalgamation shall take place without the written permission of the Commission.
- 5.06 All financial transactions (foreign & local) 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 10th day of each calendar month.
- 5.07 IGWs will primarily be at Dhaka.
- 5.08 The Licensee may route maximum 40% (forty percent) of its international incoming traffic through any of the ICX Licensees.
- 5.09 The Licensee may receive maximum 40% (forty percent) of international outgoing traffic from any of the ICX Licensee.
- 5.10 The License will be awarded by open bidding process subject to fulfillment of other conditions of these Guidelines/ and guidelines to be formulated by the Commission time to time .
- 5.11 The Licensee company will issue Initial Public Offer (IPO) in the Stock Exchange of Bangladesh and nowhere else within 3 (three) years of commencement of operation subject to Laws and Regulations of Security and Exchange Commission (SEC).

6. ELIGIBILITY

- 6.01 IGW operator license will be issued only to Bangladeshi entities (resident citizens, proprietorships, partnerships - under the Partnership Act, 1932 and companies registered under 'Joint Stock of Companies and Firms' under the Companies Act, 1994). Foreign entities (citizens, companies or subsidiaries or holding companies) and non-resident Bangladeshi entities are not eligible to be Owners / Directors / Shareholders / Investors / Partners of these licensee entities.
- 6.02 One business entity will be allowed to get one license of IGW category only. The existing licensees of IGW(s), ICX(s), IIG(s), Mobile Operators and BWA Operators are not eligible to apply for IGW license.

6.03 A person / company / firm shall not be eligible to apply for IGW license if there are any outstanding dues owed by him / it or any of its directors / partners to the Commission.

7. TECHNICAL REQUIREMENTS

The technical requirements to be fulfilled by the licensee are appended herewith as Schedule- 2 of APPENDIX- 5.

8. NETWORK ROLLOUT

The licensee shall establish and complete the International Gateway Services within 6 (six) months from the date on which the license shall come into force. Failure to do so will result in automatic encashment of the Bank Guarantee provided by the licensee and the license will be cancelled.

9. DURATION OF LICENSE

The duration of the License, shall 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.

10. FEES AND CHARGES

10.01 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.

10.02 Fees and Charges

Following fees and charges will be applicable to the Licensee

1.	Application Fee	Tk. 2,00,000 (Taka two lac) only
2.	License acquisition fee	Tk. 15,00,00,000 (Taka fifteen crore) only
3.	Annual License Fee (payable every year)	Tk. 7,50,00,000 (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).	Applicant shall offer (Not less than 25%)

5.	Revenue Sharing with ICXs and ANS	<p>i) For International incoming calls:</p> <p>Existing International incoming call termination rate will prevail until otherwise decided 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>ii) For International outgoing call rate the following revenue sharing formula shall prevail</p> <p>Existing International outgoing call termination rate will prevail until otherwise decided by the Commission</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>
6.	Security Deposit in the form of Bank Guarantee	Tk. 15,00,00,000 (Taka fifteen crore) only

10.03 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 (Taka fifteen crore) only which will be payable within 30 (thirty) days from the date of awarding of notification.
- b. **Annual License fee:** The Licensee shall pay an annual Licence fee of Taka 7,50,00,000 (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 the Commission 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 process. 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 10.02.
- 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.

10.04 **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.

11. PERFORMANCE BANK GUARANTEE

- 11.01 The Licensee shall furnish Performance Bank Guarantee of Tk 15,00,00,000 (Taka fifteen crore) only in favour of Bangladesh Telecommunication Regulatory Commission as “Security Deposit” within 15 (fifteen) working days from the date of issuance of License in a prescribed form (Schedule-3) issued by a scheduled bank.
- 11.02 As security for the performance of Licensee’s obligation, the Licensee shall deliver to the Commission an unconditional bank guarantee for the amount of Tk 7,50,00,000 (Taka seven crore and fifty lac) only with a minimum validity of 1 (one) year from the date on which the License shall come into force.
- 11.03 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 of operation under this License. To give effect to this provision, the licensee shall be required to submit a new Bank Guarantee of Tk 7,50,00,000 (Taka seven crore and fifty lac) only in replacement of the Guarantee. The new guarantee will be with the Commission for full period of 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. SECURITY DEPOSIT

- 12.01 The Applicant(s) shall submit Taka 3 (three) crore as security deposit in the form of bank draft or pay order in favor of Bangladesh Telecommunication Regulatory Commission while submitting the tender/offer/proposal. This security deposit will be refunded to the unsuccessful applicants within 30 (thirty) days of the declaration date of successful bidder without bearing any liability towards interest, indexation, inflation or deflation.
- 12.02 The bid security money of the successful applicant(s) will be adjusted towards the License acquisition fee.

- 12.03 Each selected Applicant shall deposit 100% (hundred percent) of the license acquisition fee to the Commission in the form of bank draft or pay order within 30 (thirty) days after notification. This 100% (hundred percent) of the license acquisition fee will be inclusive of bid security money. If the bidder fails to pay the license acquisition fee within the stipulated period as mentioned above, he shall lose the right of acquisition of IGW license and his bid security money will be forfeited. In such case, the license will be offered to the next highest scorer and so on.
- 12.04 If any of the selected applicant fails to make the payment as referred in sub-clause 12.03 above within the stipulated time, the next highest bidder(s) in order of their scores will be offered the License(s) on the same terms and conditions.

13. ACCOUNTING SYSTEM

- 13.01 The Commission reserves the right to issue accounting guidelines to the Licensee(s) from time to time.
- 13.02 The Licensee(s) shall comply with all directions issued by the Commission with regard to accounting separation and the proper allocation of costs.
- 13.03 The Licensee(s) shall submit certified copies of its financial records with respect to the yearly audited financial statement of the company that will contain its balance sheet, profit and loss account, cash flow statements. The Commission shall have the access to originals of such records and accounts.
- 13.04 The Licensee(s) 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(s) as and when deemed necessary by the Commission.
- 13.05 All financial transactions (in local and foreign currency) in relation to the License must be through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972. The Licensee(s) shall inform the Commission of the details of the accounts in operation. The Licensee(s) shall have to submit monthly statement of all the accounts to the Commission within 10th days of the following Gregorian calendar month.
- 13.06 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the licensees' business for the purpose of enabling Commission to perform its functions under the Act and provisions in the license.

14. LICENSE AWARDING PROCEDURE

- 14.01 The License(s) will be awarded through an open competitive two envelope bidding process. The evaluation of the proposals shall be carried out in two stages in conformity with the provisions of APPENDIX-1 having total 100 marks. The first stage of evaluation is the Technical & Business Criteria having 80 marks. The second stage is the Revenue Sharing Criteria having 20 marks.
- 14.02 In first stage evaluation will be done according to the Technical & Business Criteria. The applicant must obtain at least 60 marks in first stage to be eligible for evaluation in the second stage.
- 14.03 In second stage evaluation will be done according to the Revenue Sharing Criteria.

- 14.04 The successful bidders will be listed in descending order according to their total score obtained in two stages of evaluation.
- 14.05 The applicants obtaining 1st highest, 2nd highest and so on scores will be selected for receiving IGW licenses according to the provisions of APPENDIX-1.
- 14.06 If the applicant applied for IGW, ICX and IIG licenses, he shall have to submit the priority list for choosing/taking the said license. The Commission will issue the license according to priority basis if the applicant is selected for more than one license.
- 14.07 The Commission reserves the right and authority either to accept or reject any application submitted without assigning any reason whatsoever.

15. APPLICATION FORM

- 15.01 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 attested documents and information indicated in the Application Form as appended with these Guidelines at APPENDIX-2.
- 15.02 The Guidelines prescribing application Form; generic License form and application information instructions will be available in the office of the Commission. These guidelines will be also available in the website for information only (www.btrc.gov.bd).

16. SUBMISSION OF APPLICATION

- 16.01 The applicant must complete the Application Form (APPENDIX-2) with supporting documents, must submit the Affidavit as attached format (APPENDIX-3) and must complete and submit the information and supporting documents of Technical & Business Criteria and Revenue Sharing Criteria (APPENDIX-1).
- 16.02 The application must be made only by the applicants authorized personnel. The Commission reserves the right and authority to reject the application if it is found that the information or documents provided for in the application is untrue, inaccurate or incomplete. Each page of the application including tender documents has to be authenticated / signed by authorized personnel.
- 16.03 The applicant(s) shall submit 2 (two) copies of its application with all relevant documents of which 01 (one) will be original in an envelope/box containing all necessary documents and the sealed envelope of the revenue sharing offer.
- 16.04 The complete application without revenue sharing offer has to be submitted to the Commission in CD (non scanned PDF Format).

17. INFORMATION PROVIDED BY THE COMMISSION

- 17.01 The information contained in this guideline and any other information provided to Applicants during the Application process, in writing, is intended to assist applicant in the preparation of their applications and shall be binding on them in the course of bidding process.

17.02 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 the use of any of the information so provided. Applicants are encouraged to undertake their own verification of any information supplied by the Commission prior to the use of or reliance on such information.

18. OTHER COMMUNICATIONS

18.01 All deliveries, notices or other communications made to applicants in connection with the Application process shall be sent by post, courier, email, 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.

18.02 All deliveries, notices or other communications made by Applicants to the Commission in connection with the Application process shall be delivered to the Director, Legal and Licensing Division, Bangladesh Telecommunication Regulatory Commission, IEB Bhaban, Ramna, Dhaka-1000.

18.03 The Applicants/Bidders are expected to carefully examine all information, instructions, and annexure given in this guideline.

19. CONFIDENTIALITY OF APPLICATIONS

19.01 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.

19.02 Costs associated with Bidding: The applicants shall bear all their costs associated with the preparation and submission of their applications 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.

20. RESERVATION OF RIGHTS

20.01 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 process.

20.02 The Commission further reserves the right to modify/temporarily stop/ terminate the bid process at any time, in its sole discretion. In case of termination of the Bid process, the bidder will apply to the Commission for returning the Security Deposit. The Commission will return the Security Deposit to the applicant within 30 (thirty) days of such application without bearing any liability.

21. STATUS

- 21.01 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.
- 21.02 The Commission reserves the right and authority to change its policies and/or to amend this document without prior notice.

22. MISCELLANEOUS

- 22.01 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 thereunder.
- 22.02 Any dispute, controversy or claim arising out of 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 and binding.
- 22.03 The Bid process, the accompanying documents, and all correspondence relating to the process announced in this guideline shall be submitted in English language.
- 22.04 The Commission at all time 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 Applicants and become an integral part of the Bidding procedure.
- 22.05 A generic form of IGW Service License is attached for reference as Appendix-4. 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.
- 22.06 Section 95 of the Bangladesh Telecommunication Act 2001 will be applicable in every case.

APPENDIX-1

LICENSE AWARDING PROCEDURE (BIDDING PROCESS)

The License will be awarded through an open competitive two envelope bidding process. The Commission will form an IGW License Evaluation Committee (hereinafter referred to as the “Committee”) to evaluate the applications for IGW license. The committee will evaluate the applications on the basis of the documents/information submitted by the applicant(s). After evaluation of the applications submitted, the Commission will select the applicant with their position and score obtained. The evaluation/selection criteria are as follows:

1. TECHNICAL & BUSINESS CRITERIA

No.	Item Description	Total Marks
1	<p>Experience Description of the applying organization. Experience/ knowledge of the company or its shareholders, directors, employees, partners in the field of Telecommunication, Management, Finance, Marketing, Industries, Business, etc.</p>	7
2	<p>Management and Implementation Plan</p> <ul style="list-style-type: none"> a. System Network Block diagram with description b. Implementation and management plan (detail of all aspects must be covered) c. Implementation schedule (Gantt chart) d. Contingency and backup plan description for timely project implementation e. Location and Number of the IGW and future plan for first 3 years f. Management strategy and future plan for the duration of the license 	12
3	<p>Organogram and Management of the Entity</p> <ul style="list-style-type: none"> a. Organization chart b. Brief responsibility (job description) of personnel and work groups as per the organization chart c. Provide details of key Personnel for following fields <ul style="list-style-type: none"> i. Management & Administration ii. Technical & Operations iii. Financial iv. Marketing, Sales & Customer Care 	12
4	<p>Technical & Network Solution</p> <ul style="list-style-type: none"> a. System network diagram with description b. Technical system configuration including technical specification of major equipment. c. Connectivity with ILDC operator. d. Quality of Service obligation fulfillment plan. e. Detail system redundancy. f. Monitoring & LI Compliance detail. g. Connectivity with BTRC and NMC. h. System arrangement to identify, block and eliminate illegal traffic. 	16

5	Market Strategy a. Detail of market assessment b. Strategy for marketing c. Contingency plan of applicant(operator) for changed market scenario	6
6	Financial a. Details of financial analysis as per technical, operations and marketing plan. It shall include total project cost & cost financing pattern, assumptions for financial analysis, together with projected five years working capital, estimated total annual gross revenue, cost of services, cost of administration & marketing, Profit and Loss calculation, IRR calculation. The applicant must not mention or indicate the offered Revenue Sharing to the Commission. b. Total proposed investment for the project, ratio of own financing and other sources c. Supporting documentation regarding source of fund mobilization (bank comfort letter, equity source, other financial source detail)	15
7	Risk Management Plan a. Risk identification b. Risk response strategy & Plan	6
8	Corporate Social Responsibility a. Describe the business strategy of the organization. How the proposed strategy will contribute to Bangladesh's Telecom sector and subscribers. b. Describe how the applicant proposes to undertake social commitments and participate in nation building.	6
Total Marks		80

Notes:

- i. Criteria / Items should be described separately and clearly mentioning the item number with heading of the Criteria / Items.
- ii. Applicants will be marked in accordance with the criteria set out in each item. The best proposal / offer in each item shall obtain the highest mark and others will be marked accordingly.

2. REVENUE SHARING CRITERIA

No.	Item Description	Total Marks
1	Audited Gross Revenue Sharing The applicant shall offer the Audited Gross Revenue Sharing in percentage with the Commission in a separate sealed envelope.	20
Total Marks		20

3. COMBINED EVALUATION OF TECHNICAL & BUSINESS CRITERIA AND REVENUE SHARING CRITERIA

- (a) TB = The total score obtained by the applicant in Technical & Business Criteria out of 80 marks.
- (b) R = The total score obtained by the applicant in Revenue Sharing Criteria out of 20 marks. The formula for determining the Revenue Sharing Criteria scores is as follows:

$$R = 20 \times R_c / R_h$$

R is the Revenue Sharing Criteria score, of the proposal under consideration;
Rh is the highest Revenue Sharing proposal among all the applicants qualified in Technical & Business Criteria;
Rc is the Revenue Sharing proposal under consideration.

- (c) The total score (T) of an applicant shall be calculated by adding the obtained score of the applicant in Technical & Business Criteria and Revenue Sharing Criteria as follows:

$$T = TB + R$$

According to the above formula the successful bidders will be listed in descending order according to their total score obtained in the bidding process. The applicants scoring 1st highest, 2nd highest and so on score will be selected by the Commission to get IGW license. The number of Licensee will be decided by the Commission.

- (d) The offered highest percentage of Gross Revenue Sharing offered among the selected highest scorer applicants will be treated as final Gross Revenue Sharing to the Commission. Others shall have to match this final Gross Revenue Sharing to the Commission for obtaining IGW license.
- (e) Each selected applicant shall deposit 100% (hundred percent) of the license acquisition fee to the Commission in the form of bank draft or pay order within 30 (thirty) days after the date of notification of awarding license. This 100% (hundred percent) of the license acquisition fee will be inclusive of bid security money. If the selected applicant fails to pay the license acquisition fee within the stipulated periods as mentioned above, he shall lose the right of acquisition of IGW license and his bid security money will be forfeited.
- (f) If any selected applicants are unwilling to match the final Gross Revenue Sharing or fails to make the payment of license acquisition fee within the stipulated time (30 days), the IGW License shall be offered to the other applicants in order of their position with the final Gross Revenue Sharing (i.e. from highest scorer to lowest scorer).
- (g) If two or more applicants secure the same position obtaining same score during the evaluation process, in that case, the applicant offering highest revenue sharing will be selected for awarding license. In case there is a tie in the offers of revenue sharing then the highest scorer in the Technical and Business Criteria will be selected for awarding the License.

4. DISQUALIFICATION OF APPLICANTS DURING BIDDING PROCESS

The Commission may, on the recommendation of the IGW License Evaluation Committee, disqualify any applicants and forfeit its money for any of the reasons set out below:

- 4.01 If the applicant(s) disclose any information relating to revenue sharing in his application documents or by any other means to any person other than the sealed envelope designated for revenue sharing while submitting the application.
- 4.02 If a successful Bidder abandons the bid or fails to pay the license Acquisition fee within 30 (thirty) days after the date of notification of awarding license.
- 4.03 Willful misrepresentation of any facts in any part of the initial application.
- 4.04 Illegal conduct in the Bid procedure or improper attempts to influence the outcome, or delay or disrupt the process.
- 4.05 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.
- 4.06 Any “fraudulent practice” or misrepresentation of the facts in order to influence the results of the licensing process established by the Guideline.
- 4.07 If the applicant is disqualified for any of the reasons set forth in this guideline.
- 4.08 If the bidder fails to justify viability of his bids.

APPENDIX – 2



APPLICATION FORM

International Gateway (IGW) Services License

A. Applicant Identity:

SL.	Item	
1.	Name of Applicant	
2.	Registered Office Address	
3.	Telephone & Mobile	
4.	Fax	
5.	E-mail	
6.	Website	
7.	Name & designation of Authorized Signatory and Contact Person with telephone number	

B. Organization/Shareholders:

SL.	Item	Attached	Not Attached	Remarks
1.	Organization / Company: Description of the applying organization / company background including Certificate of Incorporation, Memorandum and Articles			

	of Association, experience of the company or its shareholders, directors, employees and partners in current and previous business ventures.			
2.	Stakeholders: List of shareholders with details of equity ownership. Description of Owners, shareholders, directors, partners, associates, shareholding companies (& their owners, directors). The individual level eventual ownership must be established and detail resume of those individuals must be provided.			

C. Business Activities:

SL.	Item	Attached	Not Attached	Remarks
1.	Details of Directors and Shareholders with equity ownership with relation to other licensees and applicants for license along with bio-data and photo			
2.	Most recent interim financial results and Management accounts for applicant and its shareholders/investors. Audited report of the last 1 (one) year (if applicable)			

D. Following Documents are also to be duly Certified and to be Attached with the Application Form:

SL.	Item	Attached	Not Attached	Remarks
1.	Application in a Letter Head Pad			
2.	Relevant Fees in the Form of Pay Order/Bank Draft (application fee and bid security money)			
3.	Up to date VAT & Tax given to the Govt. Fund in the last 3 (three) years along with Income Tax Clearance Certificate (if applicable) and TIN Certificate.			

4.	Certified true copies of certificate demonstrating ownership interest in application (if applicable)			
5.	Certified copy of Certificate of Incorporation, MoA and AoA or Agreement of Partnership (if applicable)			
6.	Authorization to the Authorized Signatory (Resolution of The Board of Directors/Power of Attorney duly Notarized)			
7.	Bank Solvency Certificate in which bank shall certify the total deposited money of the applicant. Commitment of bank for giving loan for the proposed project (Letter of comfort from a scheduled bank).			
8.	Copy of existing License(s) issued by the Commission			
9.	Original copy of Notarized Affidavit (in Tk. 150/- non-judicial stamp).			
10	The applicant(s) shall submit 2 (two) copies of its application/offer with all relevant documents of which 01 (one) will be original in an envelope/box containing all necessary documents and the sealed envelope of the revenue sharing offer.			
11.	The complete application without revenue sharing offer has to be submitted to the Commission in CD (non scanned PDF Format).			
12.	Documents relating to Technical and			

	Business criteria.			
13.	Gross Revenue Sharing Offer in a separate and sealed envelope.			
14.	If the applicant applied for IGW, ICX and IIG licenses, he shall have to submit the priority list for choosing/taking the said license.			

E. Declaration:

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

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

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

If yes, please give details

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

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

4. Do the Applicant/its owner(s)/ any of its director(s)/ partner(s) were involved in any illegal call termination using VoIP technology? Yes No

If yes, please provide the following details:

i. Period of Involvement in illegal VoIP activities: _____

ii. Case No (If Applicable): _____

iii. Administrative fine paid to the Commission (If Applicable):

a. Amount (BDT): _____

b. Cheque No./ Bank Draft No.: _____

iv. Undertaking given to the Commission: Yes No

5. I/We hereby certify that I/We have carefully read the guidelines/terms and conditions, for the License and I/We undertake to comply with the terms and conditions therein.
6. I/We hereby certify that I/We have carefully read the section 36 of Bangladesh Telecommunication Act, 2001 and I/We are not disqualified from obtaining the License.
7. I/We understand that if at any time any information furnished for obtaining the License is found incorrect then the License if granted on the basis of such application shall deemed to be cancelled and shall be liable for action as per Bangladesh Telecommunication Act, 2001.

Date:

Place:

Signature
Name of the Applicant/Authorized
Signatory with Seal

Note:

- Application without the submission of complete documents and information will not be accepted.
- Payment should be made by a Pay order / Demand Draft in favor of Bangladesh Telecommunication Regulatory Commission (BTRC).
- Application fee is not refundable.
- Application will not be accepted if information's do not fulfill the relevant terms and conditions of the Commission issued at various time.

APPENDIX-3

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
_____.
(Name of Country)the Peoples Republic of Bangladesh.

2. That personally, and as _____ for
(Official Capacity)
and on behalf of the Applicant he/she hereby certifies:
- a) That all statements made in the Applicant's application for a License to establish and maintain 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 a IGW 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 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) is not an insane person;
 - (ii) has not been sentenced by a court under any law, other than the Bangladesh Telecommunications Act 2001 (Act), to imprisonment for a term of 2 (two) years or more, other than sentences where a period of 5 (five) years has elapsed since his/her release from such imprisonment;
 - (iii) has not been sentenced by a court for commission of any offence under the Act other than sentences where a period of 5 (five) years has elapsed since his/her release from imprisonment;
 - (iv) has not been declared bankrupt by the court and has not been discharged from the liability of bankruptcy;
 - (v) has not been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a loan defaulter loanee 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 the 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

APPENDIX- 4 (Generic form of IGW License)



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB Bhaban, Ramna, Dhaka-1000

OPERATOR LICENSE

**FOR
INTERNATIONAL GATEWAY (IGW) SERVICES**

ISSUED

TO

.....

Under

THE BANGLADESH TELECOMMUNICATION ACT, 2001

ON THE

..... DAY OF2009



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB Bhaban, Ramna, Dhaka-1000

**OPERATOR LICENSE
FOR
INTERNATIONAL GATEWAY (IGW) SERVICES**

LICENSE NO:

DATE :

In Exercise of the Powers
under section 36 of the Bangladesh Telecommunication Act, 2001
(Act No. XVIII of 2001)

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION
is pleased to grant the license in favour of

.....

represented by its Chairman having registered office at

.....

as an Operator of

International Gateway (IGW) Services
in Bangladesh

whereby it is authorized

to establish, maintain and operate the associated systems and
provide services as specified in this license

ON NON-EXCLUSIVE BASIS

under the terms and conditions given in the following pages

including the schedules annexed hereto.

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BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB Bhaban, Ramna, Dhaka-1000

INTERNATIONAL GATEWAY SERVICES OPERATOR LICENSE

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

The Bangladesh Telecommunication Regulatory Commission (hereinafter referred to as the Commission) has been empowered under section 36 of the Bangladesh Telecommunication Act, 2001 (hereinafter referred to as the Act) to issue Licenses for the operation and provision of telecommunication services.

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 Bangladesh Telecommunication Regulatory Commission is pleased to issue

LICENSE

To

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

1. INTERPRETATIONS AND DEFINITIONS

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

2. COMMENCEMENT AND DURATION OF THE LICENSE

2.01. The license shall come into force on thisday of, 2008 (two thousand eight).

2.02 Unless otherwise cancelled earlier, this License shall be valid for 15 (fifteen) years (“initial term”) from the date mentioned in sub-clause 2.01 hereinabove subject to the payment of annual license fees, and compliance with the terms and conditions of this license.

3. RENEWAL OF THE LICENSE

Upon expiry of the initial term of 15 (fifteen) years, the License may be renewed by the Commission for subsequent terms, each of 5 (five) years in duration, subject to the satisfaction of the Commission upon fulfillment of necessary 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 of each term, initial or subsequent whatsoever.

4. SCOPE OF THE LICENSE

4.01 The Licensee will provide IGW services both for international outgoing and incoming calls. The Licensee shall access local subscribers through Interconnection Exchange (ICX) and Access Network Services (ANS). The Licensee shall only be connected with the ICX.

4.02 The International Gateway Services License issued by the Commission shall be a stand-alone License which shall be 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 ILDC. The ILDC must be authorized operator(s) in Bangladesh.

5.04 The Licensee shall have backup connectivity through Satellite Earth Station/VSAT until alternative ILDC are available.

5.05 All IGW Operators shall establish and maintain interconnection among the IGWs for carrying each others traffic as and when necessary.

5.06 The Licensee shall 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 SLAs shall be subject to vetting by the Commission.

5.07 The licensee shall provide necessary connections including necessary equipments and software and, where applicable, IPLC monitoring facilities, to the Commission and to the National Monitoring Centre (NMC) for online and offline monitoring and analyzing of Call Detail Record (CDR), Traffic Data, Log files, Call Accounting, Signalling, Quality of Service (QoS) and other systems as may be directed by the Commission from time to time.

5.08 The Licensee shall have the system arrangement to identify, block and eliminate illegal traffic.

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 are applicable to the Licensee:

1.	License Acquisition Fee	Tk. 15,00,00,000 (Taka fifteen crore) only
2.	Annual License Fee (payable every year)	Tk. 7,50,00,000 (Taka seven crore fifty lacs) only
3.	Gross Revenue Sharing with the Commission. (Gross Revenue = Earning by the Licensee from incoming calls + share of earnings after settlement from outgoing calls).	Applicant shall offer (Not less than 25%)

4.	Revenue Sharing with ICXs and ANS	<p>i) For International incoming calls:</p> <p>Existing International incoming call termination rate will prevail until otherwise decided 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>ii) For International outgoing call rate the following revenue sharing formula shall prevail</p> <p>Existing International outgoing call termination rate will prevail until otherwise decided by the Commission</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>
5.	Security Deposit in the form of Bank Guarantee	Tk. 15,00,00,000 (Taka fifteen crore) only

- 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 mentioned in Bangladesh Bank Order 1972 (P.O. No. 127 of 1972).
- a. **License acquisition fee:** The Licensee shall pay the Licence Acquisition fee of Taka. 15,00,00,000 (Taka fifteen crore) only which will be payable within 30 (thirty) days from the date of awarding of notification.
 - b. **Annual License fee:** The Licensee shall pay an annual Licence fee of 7,50,00,000 (Taka seven crore and fifty lac) only every year during the term of the Licence, on or before the issuance day of each year.
 - c. **Revenue sharing with the Commission:** The Licensee in addition to the above, shall pay to the Commission on a quarterly basis on account of revenue sharing of the quarterly gross revenue within the first 10 (ten) days at the end of each quarter. The percentage of the revenue to be shared is (..... Percent) fixed through competitive bidding process. 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 from the end of the financial year (July to June). In the event of any overpayment by the Licensee, the Licensee may adjust the 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 the 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 from the due date, such failure may result in cancellation of the License.
 - g. The Licensee shall submit the Security Deposit of Tk. 15,00,00,000 (Taka fifteen crore only) in the form of Bank Guarantee as per specified form (attached herewith in Schedule 3) within 15 days from the date of obtaining license from the Commission.
- 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 shall 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 from the due date, 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 ILDC 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 of the licensee without prior notice.

8. FACILITY SHARING

The Licensees may cooperate with other licensed operators 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 licensee. The conditions of Infrastructure Sharing Guidelines already issued by the Commission is binding to the Licensee.

9. NETWORK ROLLOUT

The Licensee shall establish and commence the International Gateway Services within 6 (six) months of issuance from the date on which the License shall come into force. Failure to do so shall result in automatic encashment of the Bank Guarantee (security deposit) including cancellation of License. The Licensee shall not import/purchase any/all IGW and associated equipments for their network without taking prior permission from the Commission.

10. PERFORMANCE BANK GUARANTEE

- 10.01 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 (Taka fifteen crore) only with a minimum validity of 1 (one) year from the date on which the License shall come into force, in a prescribed form (Schedule-3) issued by a scheduled bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. 127 of 1972)]
- 10.02 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 of operation under this License. To give effect to this provision, the licensee shall be required to submit a new Bank Guarantee of Tk. 7,50,00,000 (seven crore fifty lacs) only in replacement of the Guarantee mentioned in clause 10.01, the new guarantee will be with the Commission for full period of 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.

11. TARIFFS AND PRICING

- 11.01 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 may be issued from time to time.
- 11.02 The Licensee shall seek the written approval of the Commission before making any changes to the approved tariffs.
- 11.03 The Licensee shall submit to the Commission the copy of the agreements between itself and the foreign carrier and/or ICXs along with detailed breakdown of tariff for vetting of the Commission.

12. BILLING

- 12.01 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.
- 12.02 The Licensee shall keep records of any billing in such form as may be specified by the Commission and shall supply such records as and when required by the Commission.

13. TECHNICAL REQUIREMENTS

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

14. DISPUTE RESOLUTION

In the event of any differences or disputes with the other IGW Licensees or other licensed telecom operators and failure to resolve the differences or disputes amicably 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.

15. ACCOUNTING SYSTEM

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

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

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

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

16. CHANGES IN MANAGEMENT STRUCTURE

16.01 The Licensee shall seek written approval of the Commission before making any change in its ownership or shareholding. Any change in the ownership or shareholding shall not be valid or effective without the prior written approval of the Commission.

16.02 All directors and shareholders of the Licensee must be resident Bangladeshi Citizen. The Licensee shall neither transfer any share nor issue new shares without prior written permission of the Commission. Shares shall not be transferred to anyone who is not a resident Bangladeshi citizen and/or to any company which is not registered in Bangladesh and shareholders of which are not resident Bangladeshi Citizen.

16.03 No shareholder of the Licensee or any member of his family can hold any share of any other company holding any other license from the Commission.

16.04 No shareholder of the Licensee or any member of his family, can hold any paid/honorary position in any other company holding any other license from the Commission.

16.05 Any breach of the above conditions contained in this license shall result in cancellation of the license.

17. INFORMATION, INSPECTION AND REPORTING

17.01 The Licensee shall furnish necessary information and other related matters as may be sought by the Commission from time to time.

17.02 The Commission or any person authorized by the Commission shall have unfettered right and authority to 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.

17.03 The Commission or its authorized representatives shall have free access to the installations and equipments of the licensee and shall have each and every right and authority to inspect such installations at any time and the Licensee shall always provide all sorts of cooperation and assistance including but not limited to use of suitable office accommodation for the purpose of inspection, tests and monitoring.

18. AMENDMENTS

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

19. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

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

20.02 This License and any right accrued hereunder shall not be transferred, wholly or partly.

20. GROUNDS OF CANCELLATION, SUSPENSION OF LICENSE AND FINES

The Commission may cancel, suspend the License and impose fine and the Licensee shall be liable for action as per Bangladesh Telecommunication Act, 2001 on the following ground including but not limited to –

- (i) If at any time any information furnished in the Application form for obtaining the License is found incorrect/ false.

- (ii) If the Applicant obtain the License hiding the information as mentioned below:
 - (a) He is an insane person;
 - (b) He has been sentenced by a court under any law, other than this Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
 - (c) He has been sentenced by 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;
 - (d) He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
 - (e) He has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
 - (f) Any of his Licenses has been cancelled by the Commission at any time during the last 5 (five) years;
 - (g) If prosecution is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for illegal call termination using VoIP technology or for violation of the Act.
- (iii) If required fees and charges are not paid by the Licensee as per the terms and conditions of the IGW License.
- (iv) If the Licensee provides voice traffic through IGW.
- (v) If the Licensee provide illegal traffic violating the terms and conditions of the IGW License.
- (vi) Transfer of any share or issuance of new shares without prior written permission of the Commission.
- (vii) Violation of any of the conditions of the IGW License.
- (viii) Disclosing of any information to anybody/ performing of any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony.
- (ix) in the event of the Licensee's liquidation, bankruptcy or state of insolvency, or in the event that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee itself or a third party against the Licensee;
- (x) in case the Licensee ceases to carry on business mentioned in this license; or
- (xi) in case the Licensee refrains from complying with any decision or written directive of the Commission.

21. IMPACT OF CANCELLATION OF LICENSE

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

22. MISCELLANEOUS

- 22.01 The Licensee shall comply with all terms and conditions of this License, applicable legislation including the Bangladesh Telecommunication Act, 2001 and any applicable subsidiary legislation and all directions issued by the Commission from time to time.
- 22.02 The Licensee shall also comply with the provisions of any existing enactment, the rules and regulations made there under by the Government and/or the Commission, and the changes and modifications including any new enactments as may be considered expedient and necessary from time to time.
- 22.03 The Commission reserves exclusive right and authority to explain or interpret any provision of this License, if any confusion arises regarding the actual sense or import of any provision of this License. The explanation of the Commission shall be final and binding on the Licensee.
- 22.04 Violation of any of the conditions of the License shall render the License to be cancelled.
- 22.05 The Schedules and Appendices annexed herewith shall form integral part of the license.
- 22.06 All correspondences shall be in writing and shall be sent to the Licensee's registered place of business.
- 22.07 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 expression in masculine gender shall denote both genders;
 - d. any reference in this License to a person shall be deemed to include natural and legal persons;
 - e. all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
 - f. the term 'or' shall include 'and' but not vice versa;

g. any reference in this License to “writing” or “written” includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;

h. references to Clauses, Sub-Clauses, Annexure and Schedule are to Clauses, Sub-Clauses, Annexure and Schedule to this License, respectively.

22.08 None of the provisions of this License shall be deemed to have been waived by any act of or acquiescence on the part of the Commission, but only by an instrument in writing signed / issued by the Commission. No waiver of any provision of this License shall be construed as a waiver of any other provision or of the same provision on another occasion.

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

Signed on this day of, 2009
for and on behalf of the
Bangladesh Telecommunication Regulatory Commission

Md. Mahbubor Rahman
Commissioner

Brig Gen Zia Ahmed, psc (retd)
Chairman

SCHEDULE- 1

INTERPRETATIONS, DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise requires, the different terms and expression used in the policy shall have the following meaning assigned to them. The headings are given for the shake of convenience in the policy and do not carry any special meaning.

01. **“Access Network Service Operators”** means the licensees of the Commission who have a direct access to 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. **“Commission”** means the Bangladesh Telecommunication Regulatory Commission established under the Bangladesh Telecommunication Act, 2001.
05. **“Family”** means the husband or a wife, the dependent father, mother, brother or sister, son or daughter.
06. **“Government”** means the Government of the Peoples’ Republic of Bangladesh.
07. **“International Long Distance Cable (ILDC)”** means submarine cable (SC) and/or International Terrestrial Cable (ITC) service provider.
08. **“ILDTS Policy”** means the International Long Distance Telecommunication Services Policy (existing or to be formulated by the Government from time to time).
09. **“Interconnections Exchange (ICX)”** refers to switching systems which provides interconnections among the telecommunication network of the operators. All domestic and international voice communication will be routed through ICX.
10. **“National Internet Exchange (NIX)”** refers to switching system which connects all the ISPs and equivalent service providers primarily for data traffic flow. It consists of two parts i.e. “International Internet Gateway (IIG)” and “National Internet Exchange (NIX)”. “IIG” will provide global internet connectivity. All domestic internet data communication will be routed via NIX to minimize usage of international bandwidth. It allows non-business computer-based voice traffic (messenger etc.).
11. **“International Gateways (IGWs)”** refers to switching systems through which international voice traffic is sent and received.
12. **“International Internet Gateway (IIG)”** refers to switching systems through which international data traffic is sent and received. It allows non-business computer-based voice traffic (messenger etc.).
13. **“ITU”** means International Telecommunication Union.

14. **“License”** means an authorization issued by the Commission under Sections 36 of the Act, and Regulations issued by the Commission for establishing, operating and maintaining IGW systems and services.
15. **“Licensee”** means the holder of this License i.e. the person titled as [company name] to whom the Commission has issued this License under the Act and Regulations.
16. **“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 functions 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.
17. **“Operator”** means 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.
18. **“PBG”** means Performance Bank Guarantee from a scheduled Bank mentioned in Bangladesh Bank Order 1972 (P.O. No. 127 of 1972).
19. **“Point of Presence (POP)”** means setting up of switching center and transmission center of appropriate capacity to provide on demand service of prescribed quality and grade of service in a non –discriminatory manner.
20. **“Quality of Service (QoS)”** means the quality as may be determined objectively by measurements or computation of the specified technical parameters and also through assessments of subjective perceptions of the quality of service offered through established procedures of survey. The measured QoS is the main indicator of the performance of a telecommunication network and of the degree to which the network conforms to the stipulated norms. The subscribers’ perception of the Quality of Service (QoS) is subjective and determined by a number of performance evaluation factors.
21. **“Quarter”** means a period of three months of the Gregorian calendar year.
22. **“Regulation”** means, regulations made or will be made in the future by the Commission under the Act.
23. **“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 fiber or other electro-magnetic or electro chemical or electro-mechanical or satellite communication system.
24. **“Telecommunication Service”** means any of the following services:-
 - 24.01 Transmission or reception, with the help of a telecommunication system, or anything that falls within the purview of the definition of telecommunication.
 - 24.02 Any value added telecommunication service (e.g. fax, voice mail, paging service).
 - 24.03 Internet services.

- 24.04 IP-TV services and IP Telephony Services
- 24.05 Supply of information or directory relating to a telecommunication system for the convenience of using a service mentioned in (23.1), (23.2) and (23.3) above.
- 24.06 A service for installation or a service relating to the adjustment, alteration, repair, moving or replacement of such apparatus.
25. “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.
26. “Tariff” means rates, charges payable by a subscriber 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 and also the term tariff shall have the same meaning as contained in the telecommunication TARIFF orders issued by the Commission.
27. “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.
28. Abbreviations:
- i. ANS - Access Network Services.
 - ii. BHCA - Busy Hour Call Attempts
 - iii. BTRC - Bangladesh Telecommunication Regulatory Commission.
 - iv. CALEA - The Communication Assistance for Law Enforcement Act (US).
 - v. ETSI-ES - European Telecommunications Standard Institute-
 - vi. European Standard.
 - vii. ICX - Interconnection Exchange.
 - viii. IGW - International Gateways.
 - ix. IIG - International Internet Gateway.
 - x. ILDC – International Long Distance Cable
 - xi. IP - Internet Protocol.
 - xii. IPO - Initial Public Offer.
 - xiii. ISP - Internet Service Provider.
 - xiv. ITC – International Terrestrial Cable
 - xv. LI - Lawful Interception.
 - xvi. NFAP-National Frequency Allocation Plan.
 - xvii. NGN - Next Generation Network.
 - xviii. NMC - National Monitoring Centre
 - xix. NIX - National Internet Exchange.
 - xx. OFC-Optical Fiber Cable.
 - xxi. POP - Point of Presence.
 - xxii. PSTN - Public Switched Telephone Network.
 - xxiii. QoS - Quality of Service.
 - xxiv. RED-Random Early Detection.
 - xxv. SC - Submarine Cable

- xxvi. SLA - Service Level Agreement
- xxvii. STM-x- Synchronous Transfer Mode (Fibre Channel Card)
- xxviii. VoIP – Voice Over Internet Protocol
- xxix. 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 shall be at STM-1, STM-4 or Ethernet level with SEA-ME-WE-4 cable or any other level subject to availability of the ILDC system(s) from authorized operator(s) in Bangladesh. However, for interface requirement, the IGW Licensee shall arrange with ILDC 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 shall have connectivity only with ICXs Licensee at national side. Any suitable interconnection media may be used in STM-x/E-x level.

5.02 ICXs Licensee shall 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 ILDC. The IGWs Licensee will have to lease capacity from ILDC Operator and will have to connect with overseas carriers at their own arrangement. The IGW Licensee shall arrange to reach the domestic PoPs of ILDC with suitable transmission media.

5.05 IGWs Licensee shall arrange back up connectivity through Satellite earth Station/VSAT until alternate ILDC is available. This backup connectivity should have the capability to cater minimum 10% of the total bandwidth carried through ILDC. 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.

5.08 The Licensee may route maximum 40% (forty percent) of its international incoming traffic through any of the ICX Licensees.

5.09 The Licensee may receive maximum 40% (forty percent) of international outgoing traffic from any of the ICX Licensee.

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 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. PACKET SWITCHING:

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. or CALEA J.25B.
- 11.02 LI system of IGW shall be extended with proper redundancy to National Monitoring Centre (NMC) 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 NMC premises.
- 11.04 IGW Licensees shall provide for on-line listening of Call Content (CC) as per ETSI or CALEA standards and storing of CC as specified by NMC.
- 11.05 Duration of CDR and CC storage shall be decided by the 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 shall take prior approval from the 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/Non chargeable)
- 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 ≥ 4.34 or R-scale ≥ 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 ≥ 4.03 or R-scale ≥ 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 THE 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 premises 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 the Commission.
- 21.06 The IGW Licensees shall arrange training programs (at home and abroad) for personnel nominated by the Commission to enable them to monitor IGW and LI equipment.
- 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 ¼ hour, ½ Half hour, ¾ 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 the 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 the Commission premises.

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-3

PRO-FORMA OF SECURITY DEPOSIT AS BANK GUARANTEE

[Non-Judicial Stamp]

[Date]

[Name of Bank] (Hereinafter called the Bank)

[Address]

To: The Bangladesh Telecommunication Regulatory Commission

[Address]

Dear Sirs

Subject: Bank Guarantee No.: **dated:** **for Tk. 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 fulfillment of Licensee’s obligations under the terms and conditions of the License.

The Bank hereby irrevocably guarantees and undertakes to pay to the Commission, any or all sums up to the amount 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

This Guarantee is irrevocable and shall remain in force for 1 (one) year from the date hereof.

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

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

Signed by,

for and on behalf of:

Name of Bank

WITNESS

1.

Signature

Name

Address

date

2.

Signature

Name

Address

date

FORM-1
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