

**DRAFT**

**REGULATORY AND LICENSING GUIDELINES**

**FOR**

**ISSUING LICENSE**

**TO**

**VoIP SERVICE PROVIDER (VSP)**

**IN**

**BANGLADESH**

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# **REGULATORY AND LICENSING GUIDELINES**

## **ON**

### **VoIP SERVICE PROVIDER (VSP)**

#### **1. INTRODUCTION**

- 1.1 The Government wants to establish a legal route for international voice call by VoIP technology for the mass people at affordable price. The adaptation and usage of VoIP technologies will be linked to the national economic development and subsequently human development of our country.
- 1.2 Bangladesh Telecommunication Regulatory Commission (hereinafter the Commission) has been empowered by and under Section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (as amended) (hereinafter the “Act”) with the prior approval of the Government 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.
- 1.3 These Guidelines, along with the terms and conditions of the Licence, should be read in conjunction with the Act, any subsequent legislation, other prevalent laws or sector policies framed by the Government, rules, regulations, decrees, orders, decisions, guidelines, directives and other documents of general application issued by the Government or the Commission from time to time. The Act specifically provides, under the Sections 35 that the establishment, operation or use of telecommunication system and provision of telecommunication services in Bangladesh without a License is an offence punishable with imprisonment or a fine or both.
- 1.4 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 VoIP Service Provider (VSP) as envisaged in the International Long Distance Telecommunication Services Policy, 2010 (ILDTS Policy, 2010).
- 1.5 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threat to public interest, public health and national security and statutory or Court orders, these Guidelines may be withdrawn, revised, updated or amended from time to time, without any prior notice.
- 1.6 In the present world Voice over IP (VoIP) technology is very popular and cheaper means for voice communication. With these Guidelines VOIP Service Provider (VSP) will be able to provide international call termination service in Bangladesh. VSP Operator shall be connected with the overseas carrier through International Gateways (IGWs) and Terminate call to ICX. IGWs and ICXs are termed as Facility Based Operators (FBO). In these guidelines, VSPs are termed as Non Facility Based Operators (NFBO). NFBO is allowed to share the Facility Based Operator’s infrastructure.

#### **2. OBJECTIVES**

- 2.1 These Guidelines are intended to provide an overview of the licensing and regulatory framework to obtain License for VoIP Service in Bangladesh.

- 2.2 These Guidelines have been prepared taking into account the objectives of the Government to facilitate VoIP Services in Bangladesh as envisaged in the ILDTS Policy, 2010.
- 2.3 These Guidelines have been prepared taking into account the objectives of the Government to facilitate the introduction of VSP License in Bangladesh. The objectives are:
- 2.3.1 To provide easy and affordable telecommunication services to the common people of the country by introducing and promoting VoIP technology and encouraging NGN technology.
- 2.3.2 To encourage local businesses and new enterprises in telecommunication sector.

### **3. DEFINITIONS, INTERPRETATIONS AND ABBREVIATIONS**

The definitions, interpretations and abbreviations of the terms used in this document are annexed herewith as SCHEDULE-1 of APPENDIX-4.

### **4. GENERAL REQUIREMENTS**

- 4.1 The following are the principal legal statutes governing the telecommunication industry in Bangladesh:
- 4.1.1 The Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- 4.1.2 The Wireless Telegraphy Act, 1933 and The Telegraph Act, 1885, for matters which are not covered by the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- 4.1.3 The Bangladesh Telecommunication Regulatory Commission (Licensing Procedure) Regulations, 2004 (as amended).
- 4.1.4 The Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004.
- 4.1.5 Any Act of Parliament or ordinance and the Regulation(s) made or to be made by the Commission.
- 4.2 Applicant(s) shall be disqualified from obtaining a license for any of the provisions listed in sub clauses (4.2.1) to (4.2.8) below applies to its owner(s) or to any of its directors or partners or to the applicant(s) himself if:
- 4.2.1 He is an insane person;
- 4.2.2 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 been elapsed since his release from such imprisonment;
- 4.2.3 He has been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not been elapsed since his release from such imprisonment;

- 4.2.4 He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
  - 4.2.5 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;
  - 4.2.6 Any of his Licenses has been cancelled by the Commission at any time during the last 5 (five) years;
  - 4.2.7 He is not eligible under clause 9 here to; or
  - 4.2.8 Any proceeding is going on against the applicant(s) or its owner(s) or any of its directors or partners for violation of the Act / Any Regulations / Rules / Guidelines / Bye-laws / Directives / Instructions / Orders / Circulars / Decisions of the Commission etc.
- 4.3 In addition to the mandatory grounds for disqualification for applying for a License referred to in clauses 4.2, the Commission shall also consider whether the applicant satisfies other criteria including but not limited to:
- 4.3.1 whether the applicant has sufficient management and financial capacity to operate the activities pertaining to VoIP Services; and
  - 4.3.2 how far the issuance of the License will serve the public interest and not hamper the national security.
- 4.4 No share can be transferred to or new share can be issued for nor shall any merger / amalgamation be taken place without the prior written permission of the Government or the Commission, as the case may be.

## **5. NUMBER OF LICENSES**

- 5.1 The Licensing procedure for VSP will be an open Licensing procedure. Depending on the requirement, eligibility, terms and conditions of these guidelines the Commission will issue VSP License to the Applicants.
- 5.2 Subject to the provisions of section 36 of Bangladesh Telecommunication Regulation Act, 2001 an applicant who fulfils the conditions may apply to the Commission for VSP License in prescribed form with necessary documents until and unless the Commission directs otherwise.

## **6. DURATION OF LICENSE**

The duration of the License shall be of 5 (five) years terms. Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 2 (two) years in duration, subject to the approval of the Commission and to such conditions, including the payment of any fees, as may be specified herein and/or by the Commission under the Act.

## **7. SCOPE OF THE LICENSE**

- 7.1 The Licensee shall establish, operate, provide telecommunication services and maintain its applicable systems for the purpose of providing the services as described in the Clause no. 8.
- 7.2 VSP License issued under these Guidelines will authorize to terminate international voice call over IP to provide service to Publicly Available Telecommunication System (PATs).
- 7.3 Licensee should provide Emergency Telecommunication Services through their system as and when required for the National needs and Emergency Situations.

## **8. SYSTEMS AND SERVICES**

- 8.1 The Licensee will provide services for international incoming calls.
- 8.2 Existing IGWs and ICXs are considered to be the FBO and VSP operators are considered to be NFBO for handling voice traffic.
- 8.3 Voice calls shall be routed (terminating to Bangladesh) to VSPs through licensed IGWs.
- 8.4 All VSP shall establish and maintain interconnection among its own IGWs and ICXs. VSPs will develop and maintain interconnection facilities to connect the ICXs.
- 8.5 The Licensee shall have to submit the status of bandwidth utilization from time to time as directed by the Commission.
- 8.6 The Licensee shall have sufficient monitoring facilities of their bandwidth utilization.
- 8.7 The Licensee shall enter into end to end Service Level Agreements (SLA) with overseas carriers and will negotiate regarding fees for call termination by themselves within the provision of directives from the Commission, if there is any. Agreed fees and SLA(s) with the overseas Carrier, IGW and ICX must be submitted to commission and shall be vetted by the Commission.
- 8.8 The Licensee shall have the system arrangement to identify, block and eliminate illegal traffic with the assistance of the respective IGWs from which VSP shall be receiving the bandwidth for call termination.
- 8.9 The licensee shall provide necessary information, where applicable 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 with the assistance of the respective IGWs from which VSP shall be receiving the bandwidth for call termination.
- 8.10 VSP must provide Calling Line Identification (CLI) for any voice call.
- 8.11 If the licensee has different types of licenses, the licensee shall have separate physical infrastructure and location for each type of services. The licensee shall not be allowed to use same switching system for different types of services.
- 8.12 In case of clause 8.12, the licensee shall have to maintain separate accounting system and submit separate information, fees, charges, revenue share etc. to the Commission as directed by the Commission from time to time.

- 8.13 Connectivity Diagram for VSP licensee is appended herewith as APPENDIX-3.
- 8.14 These guidelines do not include software programmed IP traffic for non-business communication service (e.g. skype, google-talk, messenger, facebook etc.).
- 8.15 Corporate private IP Networks (e.g. VPN) are within the scope of the regulatory framework in that they are subject to the authorization directives by the Commission.

## **9. ELIGIBILITY**

- 9.1 VSP operator license will be issued only to Bangladeshi entities (resident citizens, Non-Resident Bangladeshi (NRB), proprietorships, partnerships-under the Partnership Act, 1932 and companies registered under 'Joint Stock Companies and Firms' under the Companies Act, 1994). Foreign entities (citizens, companies or subsidiaries or holding companies) shall not be eligible to be Owners/ Directors/ Shareholders/ Investors/ Partners of these licensee entities.
- 9.2 One business entity will be allowed to get only one VSP License.
- 9.3 A person / company / firm shall not be eligible to apply for VSP license, if there are any outstanding dues owed by him / it or any of its directors / partners to the Commission.

## **10. RIGHT OF THE COMMISSION**

The Commission reserves the right to review the matters relating to fees, charges, revenue sharing and sharing of international incoming call rate sharing of the licenses from time to time.

## **11. TECHNICAL REQUIREMENTS**

The technical requirements need to be fulfilled by the licensee are appended herewith as SCHEDULE-2 of APPENDIX- 4.

## **12. FEES AND CHARGES**

12.1 The Commission may impose different fees and charges on the Licensees.

12.2 Following fees and charges will be applicable to the applicant/Licensee:

1.	Application Fee (non refundable)	Tk. 5,000.00 (five thousand) only
2.	License Acquisition Fee	Tk. 5,00,000.00 (five lac) only
3.	Annual License Fee	Tk. 1,00,000.00 (one lac) only
4.	Audited Gross Revenue Sharing with the Commission	20% (twenty percent) of {clause-12.2(5)(i)}.
5.	International incoming call rate sharing(termination charge) with IGWs, ICXs, ANS and Commission	<p>International incoming call rates (termination charge) shall be decided by the Commission, which may be reviewed from time to time.</p> <p>After deducting VAT (if applicable) the prevailing international incoming call rates in Bangladesh Taka (BDT) shall be shared in the following proportion:</p> <p>(i) VSP shall keep 15% (fifteen percent) of the call</p>

		<p>rates.</p> <p>(ii) VSP shall pay to IGW(s) 15% (fifteen percent) of the call rates, and</p> <p>(iii) VSP shall pay to ICX(s) 15% (fifteen percent) of the call rates, and</p> <p>(iv) VSP shall pay to ANS 20% (twenty percent) of the call rates.</p> <p>(v) VSP shall pay to the Commission 35% (thirty five percent) of the call rates.</p>
6.	Performance Bank Guarantee	Tk. 2,50,000.00 (Two Lac and Fifty Thousand) only

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

12.3.1 **Application Fee:** The Applicant shall submit the non-refundable Application Fee of Taka 5,000.00 (five thousand) only in the form of pay order/Bank draft in favour of the Bangladesh Telecommunication Regulatory Commission from a schedule bank with the application/offer.

12.3.2 **License Acquisition Fee:**

- (i) The Licensee shall pay Taka 5,00,000.00 (five lac) only at one time as the Licence Acquisition fee within 30 (thirty) days from the date of notification of awarding License.
- (ii) Each successful Applicant shall deposit the license acquisition fee to the Commission in the form of bank draft or pay order within 30 (thirty) days after notification of awarding License. The License will be issued upon receiving the license acquisition fee. If the successful Applicant fails to pay the license acquisition fee within the stipulated period, he shall lose the right of acquisition of VSP license and security money shall automatically be forfeited.

12.3.3 **Annual License Fee:** The Licensee shall pay an annual License fee of Taka 1,00,000.00 (one lac) only every year on or before the date of issuance of the License.

12.3.4 **Revenue sharing with the Commission:**

- I. The Licensee in addition to the above, shall pay to the Commission on a quarterly basis on account of revenue sharing within the first 10 (ten) days at the end of each quarter.
  - a. 35% (thirty five percent) of the international incoming call rates {clause-12.2(5)(v)}.
  - b. 20% (twenty percent) of Annual audited gross revenue {clause-12.2(4)}.



- II. 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 the excess amount against quarterly payments with the approval of the Commission in the next year.

12.3.5 The Licensee, in addition to the above, shall share revenue with the IGW, ICX and ANS operators as per the table mentioned above in the Clause 12.2(5).

12.3.6 The Licensee shall pay other fees and charges as may be levied by the Commission from time to time.

12.3.7 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 a 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.

### **13. SERVICE ROLLOUT**

The licensee shall establish and complete the VoIP Service system within 6 (six) months from the date on which the license shall come into force. In case of failure of commencement within the stipulated time, 10% of the Security Money will be encashed for each month or its fraction thereof. When the full Security Money will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

### **14. PERFORMANCE BANK GUARANTEE**

14.1 The Licensee shall furnish Performance Bank Guarantee of Taka Tk. 2,50,000 (Tk. two lakh fifty thousand) only in favour of Bangladesh Telecommunication Regulatory Commission within 30 (thirty) days from the date of issuance of License in a prescribed form (Schedule-3 of APPENDIX-4) issued by a scheduled bank.

14.2 After establishment of the VSP within the stipulated time to the satisfaction of the Commission as per Technical Requirements appended as Schedule-2 of APPENDIX-4 herein, the Performance Bank Guarantee shall be released in favour of the Licensee. In case of failure of commencement within the stipulated time, 10% of the Performance Bank Guarantee will be encashed for each month or its fraction thereof. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

### **15. ACCOUNTING SYSTEM**

15.1 The Commission reserves the right to issue accounting guidelines to the Licensee(s) from time to time.

15.2 The Licensee(s) shall comply with all directions issued by the Commission regarding account and the proper allocation of costs.

15.3 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 and cash flow statements etc. The Commission shall have the right to access to originals of such records and accounts.

15.4 The Licensee(s) will provide an auditing facility that can be accessed by the Commission to verify the reported services revenues as and when deemed necessary.

- 15.5 All financial transactions in relation to the License shall be made through Scheduled Bank(s) mentioned in 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 calendar month.
- 15.6 The Commission or any person authorized by the Commission shall have the right to 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.
- 15.7 Payment for the call minutes and bandwidths shall be in local currency (in BDT) to IGWs and ICX by VSP licensee on which no VAT/TAX will be applicable as VSP is bringing this money through Bangladesh Bank as foreign exchange/remittance as per instructions of NBR.
- 15.8 Payment for the call minutes shall be on foreign currency to VSP licensee by the overseas carrier following the instructions of Bangladesh Bank.

## **16. LICENSE AWARDING PROCEDURE**

- 16.1 The Licensing procedure for VSP will be an open licensing procedure. Depending on the requirement, eligibility, terms and conditions of these guidelines the Commission will issue VSP License to the Applicants.
- 16.2 Subject to the provisions of section 36 of Bangladesh Telecommunication Regulation Act, 2001 an applicant who fulfils the conditions may apply to the Commission for VSP License in prescribed form with necessary documents.
- 16.3 The Commission reserves the right and authority either to accept or reject any application at any time without assigning any reason whatsoever.

## **17. NATIONAL SECURITY, EMERGENCIES AND NATIONAL NEEDS**

- 17.1 Licensee shall facilitate and cooperate with all relevant government bodies, departments and official agencies in the event of national emergencies or where issues of national security arise.
- 17.2 In the event of any war or war situation, internal national disorder, urgent state of affairs or situations demanding national security, the Government may require or use equipment and the system used by the Licensee.

## **18. APPLICATION FORM**

- 18.1 The applicant shall submit Application for VSP License to the Commission in the prescribed Application Form duly filled-in, signed and sealed, together/along with all other necessary attested documents and information indicated in the Application Form as appended with these Guidelines at APPENDIX-1.
- 18.2 The Guidelines and application Form shall be available in the office of the Commission. These guidelines shall also be available in the website for information.

## **19. SUBMISSION OF APPLICATION**

- 19.1 The applicant shall complete the Application Form (APPENDIX-1) with supporting documents and submit an Affidavit as per attached format (APPENDIX-2). He/it also submit the information and supporting documents in line with Technical Requirement (SCHEDULE-2 of APPENDIX-4).
- 19.2 The application shall be made only by the applicant's 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 all attached documents has to be authenticated / signed by the authorized personnel.
- 19.3 The applicant(s) shall submit 2 (two) copies of its application with all relevant documents of which 01 (one) shall be original.
- 19.4 The complete application in soft form has to be submitted to the Commission in CD (non scanned PDF Format) form too.

## **20. REPORTS**

- 20.1 The Licensee shall be required to furnish any information on Systems, Services and Finance at any time if asked by the Commission.
- 20.2 The Licensee shall publish Annual Report of the company within 3 (three) months of the end of each financial year. The Commission may, from time to time, issue guidelines for the purpose as regards to its contents, which will be obligatory on the Licensee to follow. In addition, the Licensee shall submit to the Commission 5 (five) copies of the audited financial statement of the company that will contain its balance sheet, profit and loss account, cash flow statements, number of clients connected or waiting for connection etc.
- 20.3 FBO and NFBO shall keep bandwidth accountability at their premises and report as per instruction by the commission.

## **21. 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 Regulation Act, 2001(as amended) on the following ground including but not limited to –

- 21.1 that any information furnished in the Application form for obtaining the License is found incorrect/ false.
- 21.2 that the applicants obtain the License hiding the information as mentioned in Clause 4.2.
- 21.3 that required fees and charges are not paid by the Licensee as per the terms and conditions of the VSP License.
- 21.4 that any share of it is transferred or issued without prior written permission of the Commission.
- 21.5 that any of the conditions of the VSP License is violated.

- 21.6 that the licensee has disclosed or is involved with the disclosure of any information to anybody/ performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony;
- 21.7 that the Licensee is liquidated, bankrupt or insolvent 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;
- 21.8 that the Licensee has ceased to carry on business mentioned in this license;
- 21.9 that the licensee hides any information for any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities; or
- 21.10 that the Licensee violates or purports to violate any sections/terms and/or conditions under the Act/Any Regulations/Rules/Guidelines/Bye-laws/Directives/Instructions/Orders/ Circulars/ Decisions of the Commission etc.

## **22. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE**

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

## **23. STATUS**

- 23.1 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.
- 23.2 The Commission reserves the right and authority to change its own policies and/or to amend this document without prior notice.
- 23.3 These guidelines shall form an integral part of the license and vice-versa.

## **24. TARIFFS AND PRICING**

- 24.1 The Licensee shall, before selling or leasing capacity or providing facilities, like providing access, data center, co-location, etc. submit to the Commission in writing:
  - 24.1.1 A tariff chart / schedule containing the maximum and minimum charges that it proposes to charge for such purposes, and its justification for the charges;

24.1.2 The description of the sale or lease and facilities, the terms and conditions and all other relevant information which it proposes to publish to its customers. The information to be published must be in a form that is readily available, current and easy to understand.

24.1.3 Application forms for all types of capacity sale and for providing facilities.

24.2 The Licensee shall not sale or lease capacity or provide any facilities before obtaining the written approval of the Commission for its tariff and shall comply with conditions as may be imposed by the Commission.

24.3 The Licensee shall obtain the written approval of the Commission before making any changes to the approved tariffs and charges.

## **25. INSPECTION AND ACCESS TO INFORMATION**

25.1 The Commission or its authorized representative(s) shall have the right to enter and inspect all places, premises of the VSP System.

25.2 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the Licensee's business for the purpose of enabling the Commission to perform its functions under the Act and provisions in the License, whenever deem necessary.

## **26. MISCELLANEOUS**

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

26.2 The Licensee shall have the obligation to contribute in social obligation fund as decided by the Commission under the Act.

26.3 The licensee shall have to monitor all traffic passing through its system and provide the relevant information to the Commission from time to time with the assistance of the respective IGWs from which VSP shall be receiving the bandwidth for call termination.

26.4 These guidelines and any License issued in pursuant to the process announced herein shall be exclusively subjected to, and interpreted in accordance with the provisions of the Act, the Rules and the Regulations issued there under.

26.5 Any dispute, controversy or claim arising out of or in connection with these guidelines, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be final and binding on the licensee.

26.6 A generic form of VSP License is attached for reference as APPENDIX-4. This is provided for information only as an indication to 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.

26.7 All sections of the Bangladesh Telecommunication Regulation Act, 2001 (as amended) shall be applicable in every case.

26.8 Based on technical development, market demand and necessity or any other national demand, these guidelines may be reviewed by the Commission under the Act and provisions in the License.

**APPENDIX – 1**  
**[Clause 18 of the Guidelines]**

**APPLICATION FORM**  
**VoIP Service Provider (VSP) License**

**A. Applicant Identity:**

SL.	Item	
1.	Name of the Applicant	
2.	Registered Office Address	
3.	Fixed Telephone & Mobile	
4.	Fax	
5.	E-mail	
6.	Website (if any)	
7.	Name and designation of Authorized Signatory and Contact Person with telephone, mobile, fax, e-mail and website address.	

**B. Organization/Shareholders:**

SL.	Item	Attached	Not Attached	Remarks
1.	Organization / Company: Description of the organization / company background including Certificate of Incorporation, Memorandum and Articles of Association, experience of the company or of its 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 (and their owners, directors). The individual level eventual ownership shall be established and detailed resume of those individuals should be provided.			

**C. Business Activities:**

SL.	Item	Attached	Not Attached	Remarks
1.	Details of 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 3 (three) years (if applicable)			
3.	Address of the Proposed VSP Location			
4.	Business proposal on VSP with cost analysis report.			
5.	Current Organogram			
6.	No of Total Employees			
7.	No. of Total IT Specialist			

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

SL.	Item	Attached	Not Attached	Remarks
1.	Application in a Letter Head Pad			
2.	Relevant Fees in the Form of Pay Order/Bank Draft.			
3.	Up to date VAT and Tax given to the Government Fund in the last 3 (three) years along with Income Tax Clearance Certificate (if applicable) and TIN Certificate.			
4.	Certified 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.			
8.	Trade License			
9.	Copy of other License(s) issued by the Commission in favour of the applicant (if applicable).			
10.	Original copy of Notarized Affidavit (in Tk. 150/- non-judicial stamp).			
11.	The applicant(s) shall submit 2 (two) copies of its application/offer with all relevant documents of which 01 (one) shall be original in an envelope/box			

	containing all necessary documents.			
12.	The complete application offer has to be submitted to the Commission in CD (non scanned PDF Format) also.			

**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:

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2. Do the Applicant/any Share Holder/Partner hold any other Operator Licenses from the Commission? ☐ Yes ☐ No  
If yes, please give details

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

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

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4. 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.

5. I/We also hereby certify that I/We have carefully read the section 36 of Bangladesh Telecommunication Regulation Act, 2001 (as amended) and I/We are not disqualified from obtaining the License.

6. 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 be deemed to be cancelled and shall be liable for action as per Bangladesh Telecommunication Regulation Act, 2001 (as amended).

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 favour of Bangladesh Telecommunication Regulatory Commission (BTRC).

Application fee is not refundable.

Application will not be accepted if provided information not fulfill the relevant terms and conditions of the Commission issued at various time.

**APPENDIX-2**

**[Clause 19 of the Guidelines]**



## 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, operate and maintain VSP 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 VSP License from the  
(name)  
Bangladesh Telecommunication Regulatory Commission;
  - c) That 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 or its shareholder(s) has not held any VSP License
  - e) 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 Telecommunication Regulation 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 been 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) is eligible under clause 10 of the guidelines hereto; or
- (vii) no proceeding is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for violation of the Act/Any Regulations/ Rules/Guidelines/Bye-laws/Directives/ Instructions/Orders/ Circulars/ Decisions of the Commission etc.
- (viii) any license of his has not been cancelled by the Commission at any time during the last 5 (five) years.
- (ix) he/it does not have any outstanding dues to 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

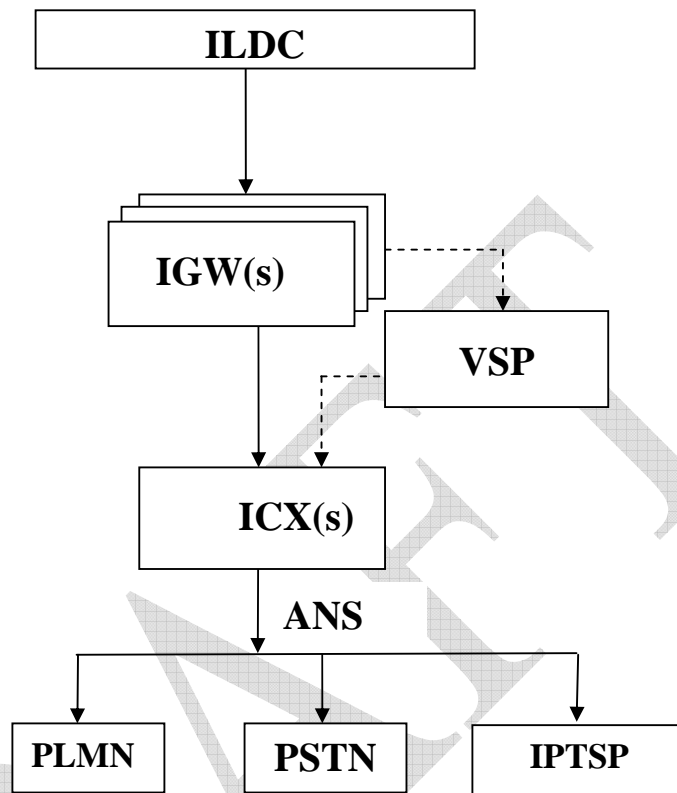
this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at \_\_\_\_\_.

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

**APPENDIX - 3**

[Clause 8.13 of the Guidelines]

## CONNECTIVITY DIAGRAM FOR VSP



**APPENDIX- 4**  
**(Generic form of VSP License)**  
**[Clause 26.6 of the Guidelines]**

**OPERATOR LICENSE**

**FOR**

**VOIP SERVICE PROVIDER (VSP)**

**ISSUED**

**TO**

.....

**UNDER**

**THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001 (AS AMENDED)**

**ON THE**

..... **DAY OF** .....**20.....**

# OPERATOR LICENSE

FOR

**VoIP SERVICE PROVIDER (VSP)**

**LICENSE NO:**

**DATE :**

--	--	--

In Exercise of the Power  
under section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (as amended)  
(Act No. XVIII of 2001)

**BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

is pleased to grant the license in favour of

.....

represented by its Chairman/CEO/MD/MP having registered office at

.....

as an Operator of

VoIP Service Provider (VSP)

in Bangladesh

whereby it is authorized

to establish, operate and maintain 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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## **VoIP SERVICE PROVIDER (VSP) LICENSE**

{Issued under section 36 of Bangladesh Telecommunication Regulation Act, 2001 (as amended)}

The Bangladesh Telecommunication Regulatory Commission (hereinafter called the Commission) has been empowered by the Government under section 36 of the Bangladesh Telecommunication Regulation Act, 2001(as amended) (hereinafter called 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 a License on VoIP Service Provider.

Therefore, in exercise of the power under Section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (as amended) 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 VoIP Service, subject to the terms and conditions  
mentioned hereinafter.

## **1. DEFINITIONS, INTERPRETATIONS AND ABBREVIATIONS**

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

## **2. COMMENCEMENT AND DURATION OF THE LICENSE**

- 2.1 The license shall come into force on this .....day of ....., 20..... (two thousand.....) of Christian era.
- 2.2 Unless otherwise cancelled earlier, this License shall be valid for 5 (five) years (initial term) from the date mentioned in sub-clause 2.01 subject to compliance with the terms and conditions of this license.

## **3. YEARLY ENDORSEMENT AND RENEWAL OF THE LICENSE**

- 3.1 An application for yearly endorsement of license, along with all relevant documents and fees, shall have to be submitted to the Commission by the Licensee on or before .....of each year. If application for yearly endorsement is not submitted by the Licensee within the stipulated time the License shall not be eligible for consideration for continuation of providing services under the license.
- 3.2 Upon expiry of the initial term mentioned in clause 2.2, the License may be renewed by the Commission for subsequent terms, each of 2 (two) years in duration, subject to the satisfaction of the Commission and 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 180 (one hundred and eighty) days prior to the expiry date of each term, initial or subsequent whatsoever.

## **4. SCOPE OF THE LICENSE**

- 4.1 The Licensee shall establish, operate, provide telecommunication services and maintain its applicable systems for the purpose of providing the services as described in the Clause no. 8.
- 4.2 VSP License to be issued under these Guidelines will authorize to terminate international voice call over IP to provide service to Publicly Available Telecommunication System (PATs).
- 4.3 Licensee should provide Emergency Telecommunication Services through their system as and when required for the National needs and Emergency Situations.

## **5. SYSTEMS AND SERVICES**

- 5.1 The Licensee will provide services for international incoming calls.
- 5.2 Existing IGWs and ICXs are considered to be the FBOs and VSP operators are considered to be NFBOs for handling voice traffic.
- 5.3 Voice calls shall be routed (terminating to Bangladesh) to VSPs through licensed IGWs.
- 5.4 All VSP shall establish and maintain interconnection among its own IGWs and ICXs. VSPs shall develop and maintain interconnection facilities to connect the ICXs.
- 5.5 The Licensee shall have to submit the status of bandwidth utilization from time to time as directed by the Commission.



- 5.6 The Licensee shall have sufficient monitoring facilities of their bandwidth utilization through IGWs.
- 5.7 VSP operators shall arrange end-to-end Service Level Agreements (SLA) with overseas carrier, IGW and ICX. VSP shall negotiate tariff, traffic volume with overseas carriers for call termination. Agreed tariff, traffic volume must be submitted to the Commission and shall be vetted by the Commission.
- 5.8 The licensee shall provide necessary information, where applicable 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 with the assistance of the respective IGWs from which VSP shall be receiving the bandwidth for call termination.
- 5.9 VSP must provide Calling Line Identification (CLI) for any voice call.
- 5.10 If the licensee has different types of licenses, the licensee shall have separate physical infrastructure and location for each type of services. The licensee shall not be allowed to use same switching system for different types of services.
- 5.11 In case of clause 5.10, the licensee shall have to maintain separate accounting system and submit separate information, fees, charges, revenue share etc. to the Commission as directed by the Commission from time to time.
- 5.12 Connectivity Diagram for VSP licensee is as per the APPENDIX-3 of the Guidelines.
- 5.13 These guidelines do not include software programmed IP traffic for non-business communication Service (e.g. skype, google-talk, messenger, facebook etc.).
- 5.14 Corporate private IP Networks (e.g. VPN) are within the scope of the regulatory framework in that they are subject to the Authorization directives by the Commission.

## **6. RIGHT OF THE COMMISSION**

The Commission reserves the right to review the matters relating to fees, charges, revenue sharing and sharing of international incoming call rate sharing of the licenses from time to time.

## **7. FEES AND CHARGES**

- 7.1 The Commission may impose different fees and charges on the Licensees.
- 7.2 Following fees and charges will be applicable to the applicant/Licensee

1.	Application Fee (non refundable)	Tk. 5,000.00 (five thousand) only
2.	License Acquisition Fee	Tk. 5,00,000.00 (five lac) only
3.	Annual License Fee	Tk. 1,00,000.00 (one lac) only
4.	Audited Gross Revenue Sharing with the Commission	20% (twenty percent) of { clause-7.2(5)(i) }.
5.	International	International incoming call rates (termination charge) shall

	incoming call rate sharing(termination charge) with IGWs, ICXs, ANS and Commission	<p>be decided by the Commission, which may be reviewed from time to time.</p> <p>After deducting VAT (if applicable) the prevailing international incoming call rates in Bangladesh Taka (BDT) shall be shared in the following proportion:</p> <p>(i) VSP shall keep 15% (fifteen percent) of the call rates.</p> <p>(ii) VSP shall pay to IGW(s) 15% (fifteen percent) of the call rates, and</p> <p>(iii) VSP shall pay to ICX(s) 15% (fifteen percent) of the call rates, and</p> <p>(iv) VSP shall pay to ANS 20% (twenty percent) of the call rates.</p> <p>(v) VSP shall pay to the Commission 35% (thirty five percent) of the call rates.</p>
6.	Performance Bank Guarantee	Tk. 2,50,000.00 (Two Lac and Fifty Thousand) only

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

7.3.1 **License Acquisition Fee:** The Licensee shall pay Taka 5,00,000.00 (five lac) only at one time as the Licence Acquisition fee within 30 (thirty) days from the date of notification of awarding License.

7.3.2 **Annual License Fee:** The Licensee shall pay an annual License fee of Taka 1,00,000.00 (one lac) only every year on or before the date of issuance of the License.

7.3.3 **Revenue sharing with the Commission:**

- I. The Licensee in addition to the above, shall pay to the Commission on a quarterly basis on account of revenue sharing within the first 10 (ten) days at the end of each quarter.
  - a. 35% (thirty five percent) of the international incoming call rates {clause-7.2(4)(v)}.
  - b. 20% (twenty percent) of Annual audited gross revenue {clause-7.2(4)}.
- II. 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 the excess amount against quarterly payments with the approval of the Commission in the next year.

- 7.3.4 The Licensee, in addition to the above, shall share revenue with the IGW, ICX and ANS operators as per the table mentioned above in the Clause 7.2(5).
- 7.3.5 The Licensee shall pay other fees and charges as may be levied by the Commission from time to time.
- 7.3.6 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 a 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.

## **8. SERVICE ROLLOUT**

The licensee shall establish and complete the VoIP Service system within 6 (six) months from the date on which the license shall come into force. In case of failure of commencement within the stipulated time, 10% of the Security Money will be encashed for each month or its fraction thereof. When the full Security Money will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

## **9. PERFORMANCE BANK GUARANTEE**

- 9.1 The Licensee shall furnish Performance Bank Guarantee of Tk. 2,50,000 (Tk. two lakh fifty thousand) only in favour of Bangladesh Telecommunication Regulatory Commission within 30 (thirty) days from the date of issuance of License in a prescribed form (Schedule-3) issued by a scheduled bank.
- 9.2 After establishment of the VSP within the stipulated time to the satisfaction of the Commission as per Technical Requirements appended as Schedule-2 herein, the Performance Bank Guarantee shall be released in favour of the Licensee. In case of failure of commencement within the stipulated time, 10% of the Performance Bank Guarantee will be encashed for each month or its fraction thereof. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

## **10. TECHNICAL REQUIREMENTS**

The technical requirements need to be fulfilled by the licensee are appended herewith as SCHEDULE-2.

## **11. ACCOUNTING SYSTEM**

- 11.1 The Commission reserves the right to issue accounting guidelines to the Licensee(s) from time to time.
- 11.2 The Licensee(s) shall comply with all directions issued by the Commission regarding account and the proper allocation of costs.
- 11.3 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 and cash flow statements etc. The Commission shall have the right to access to originals of such records and accounts.

- 11.4 The Licensee(s) will provide an auditing facility that can be accessed by the Commission to verify the reported services revenues as and when deemed necessary.
- 11.5 All financial transactions in relation to the License shall be made through Scheduled Bank(s) mentioned in 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 calendar month.
- 11.6 The Commission or any person authorized by the Commission shall have the right to 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.
- 11.7 Payment for the call minutes and bandwidths shall be on local currency (in BDT) to IGWs and ICX by VSP licensee on which no VAT/TAX will be applicable as VSP is bringing this money through Bangladesh Bank as foreign exchange/remittance as per instruction of NBR.
- 11.8 Payment for the call minutes shall be on foreign currency to VSP licensee by the overseas carrier following the instruction of Bangladesh Bank.

## **12. CHANGES IN MANAGEMENT STRUCTURE**

- 12.1 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.
- 12.2 All directors and shareholders of the Licensee shall 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.

## **13. INSPECTION AND ACCESS TO INFORMATION**

- 13.1 The Commission or its authorized representative(s) shall have the right to enter and inspect all places, premises of the VSP System.
- 13.2 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the Licensee's business for the purpose of enabling the Commission to perform its functions under the Act and provisions in the License, whenever deem necessary.

## **14. NATIONAL SECURITY, EMERGENCIES AND NATIONAL NEEDS**

- 14.1 Licensee shall facilitate and cooperate with all relevant government bodies, departments and official agencies in the event of national emergencies or where issues of national security arise.
- 14.2 In the event of any war or war situation, internal national disorder, urgent state of affairs or situations demanding national security, the Government may require or use equipment and the system used by the Licensee.

## **15. REPORTS**

- 15.1 The Licensee shall be required to furnish any information on Systems, Services and Finance at any time if asked by the Commission.
- 15.2 The Licensee shall publish Annual Report of the company within 3 (three) months of the end of each financial year. The Commission may, from time to time, issue guidelines for the purpose as regards to its contents, which will be obligatory on the Licensee to follow. In addition, the Licensee shall submit to the Commission 5 (five) copies of the audited financial statement of the company that will contain its balance sheet, profit and loss account, cash flow statements, number of clients connected or waiting for connection etc.
- 15.3 FBO and NFBO shall keep bandwidth accountability at their premises and report as per instruction by the commission.

## **16. 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, Rules and Regulations.

## **17. 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 Regulation Act, 2001(as amended) on the following ground including but not limited to –

- 17.1 that any information furnished in the Application form for obtaining the License is found incorrect/ false.
- 17.2 that the applicants obtain the License hiding the information as mentioned below.
  - 17.2.1 He is an insane person;
  - 17.2.2 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 been elapsed since his release from such imprisonment;
  - 17.2.3 He has been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not been elapsed since his release from such imprisonment;
  - 17.2.4 He has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
  - 17.2.5 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;
  - 17.2.6 Any of his Licenses has been cancelled by the Commission at any time during the last 5 (five) years;
  - 17.2.7 Any proceeding is going on against the applicant(s) or its owner(s) or any of its directors or partners for violation of the Act / Any Regulations / Rules / Guidelines / Bye-laws / Directives / Instructions / Orders / Circulars / Decisions of the Commission etc.

- 17.3 that required fees and charges are not paid by the Licensee as per the terms and conditions of the VSP License.
- 17.4 that any share of it is transferred or issued without prior written permission of the Commission.
- 17.5 that any of the conditions of the VSP License is violated.
- 17.6 that the licensee has disclosed or is involved with the disclosure of any information to anybody/ performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony;
- 17.7 that the Licensee is liquidated, bankrupt or insolvent 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;
- 17.8 that the Licensee has ceased to carry on business mentioned in this license;
- 17.9 that the licensee hides any information for any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities; or
- 17.10 that the Licensee violates or purports to violate any sections/terms and/or conditions under the Act/Any Regulations/Rules/Guidelines/Bye-laws/Directives/Instructions/Orders/ Circulars/ Decisions of the Commission etc.

## **18. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE**

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

## **19. STATUS**

These guidelines shall form an integral part of the license and vice-versa.

## **20. TARIFFS AND PRICING**

- 20.1 The Licensee shall, before selling or leasing capacity or providing facilities, like providing access, data center, co-location, etc. submit to the Commission in writing:
  - 20.1.1 A tariff chart / schedule containing the maximum and minimum charges that it proposes to charge for such purposes, and its justification for the charges;

20.1.2 The description of the sale or lease and facilities, the terms and conditions and all other relevant information which it proposes to publish to its customers. The information to be published must be in a form that is readily available, current and easy to understand.

20.1.3 Application forms for all types of capacity sale and for providing facilities.

20.2 The Licensee shall not sale or lease capacity or provides any facilities before obtaining the written approval of the Commission for its tariff and shall comply with conditions as may be imposed by the Commission.

20.3 The Licensee shall obtain the written approval of the Commission before making any changes to the approved tariffs and charges.

## **21. MISCELLANEOUS**

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

21.2 The Licensee shall have obligation to contribute in social obligation fund as decided by the Commission under to the Act.

21.3 The licensee shall have to monitor all traffic passing through its system and provide the relevant information to the Commission from time to time with the assistance of the respective IGWs from which VSP shall be receiving the bandwidth for call termination.

21.4 These guidelines and any License issued in pursuant to the process announced herein shall be exclusively subjected to, and interpreted in accordance with the provisions of the Act, the Rules and the Regulations issued there under.

21.5 Any dispute, controversy or claim arising out of or in connection with these guidelines, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be final and binding to the licensee.

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

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

21.8 Unless otherwise stated –

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

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

21.8.3 any expression in masculine gender shall denote both genders;

21.8.4 any reference in this License to a person shall be deemed to include natural and legal persons;

21.8.5 all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;

21.8.6 the term 'or' shall include 'and' but not vice versa;

- 21.8.7 any reference in this License to “writing” or “written” includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
- 21.8.8 references to Clauses, Sub-Clauses, Appendix and Schedule are to Clauses, Sub-Clauses, Appendix and Schedule to this License, respectively.
- 21.9 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.
- 21.10 This License shall be governed by and construed in accordance with the laws of Bangladesh.
- 21.11 All sections of the Bangladesh Telecommunication Regulation Act, 2001 (as amended) shall be applicable in every case.

Signed on this ..... day of ....., 20.....

for and on behalf of the

Bangladesh Telecommunication Regulatory Commission

(.....)

Deputy Director  
Legal and Licensing Division,  
BTRC



## SCHEDULE- 1

### [Clause 1 of the License]

#### DEFINITIONS, INTERPRETATIONS 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 sake of convenience in the policy and do not carry any special meaning.

#### 1. DEFINITIONS, INTERPRETATIONS

- 1.1 **“Access Network Service Operators”** means the PSTN, Cellular, Cable Service Provider, ISPs etc. who have a direct access to the subscribers.
- 1.2 **“Act”** means the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) (as amended).
- 1.3 **“Application Form”** means a form prescribed for applying for the license for the operation of VSP services.
- 1.4 **“Commission”** means the Bangladesh Telecommunication Regulatory Commission established under the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- 1.5 **“Call Details Records (CDR)”** is generated by all types of switches and HUB in the form of binary or any other form of file that includes all types of records of outgoing and incoming calls such as caller and called party number, origin and destination of calls, call duration, calling time, location, etc.
- 1.6 **“Co-location”** means a facility where the servers and other computing equipment belonging to IGWs and ICX exist in share space.
- 1.7 **“Data Center”** means facilitates for the storage and management of servers and other computing equipment of IGWs and ICX in a precision controlled environment.
- 1.8 **“Family”** means the husband or a wife, the dependent father, mother, brother or sister, son or daughter.
- 1.9 **“FBO”** means Facility Based Operators, i.e. IGWs and ICXs.
- 1.10 **“International Long Distance Cable (ILDC) Systems”** means International Cable Connectivity through Submarine Cable System and or Terrestrial Cable system.
- 1.11 **“ILDTS Policy”** means the International Long Distance Telecommunication Services Policy, 2010 (or to be formulated by the Government from time to time).

- 1.12 **“Interconnection Exchange (ICX)”** refers to switching systems which provides interconnections among the existing/future telecommunication network of the operators and allows monitoring, Lawful Interception (LI) facilities and Roaming Number Portability.
- 1.13 **“International Internet Gateways (IIGs)”** refers to switching systems through international data traffic is sent and received.
- 1.14 **“International Gateways (IGWs)”** refers to switching systems through which international voice traffic (VoIP and clear channel) is sent and received. IGW allows physical monitoring of the traffic flow and allows monitoring, Lawful Interception (LI) facilities and Roaming Number Portability.
- 1.15 **“IP Telephony”** means allowing voice traffic to travel over data networks using Internet Protocol. Voice signals are broken down in to packets, which go over the internet or privately owned data networks where Internet Protocol is used.
- 1.16 **“IPTSP”** means Internet Protocol Telephony Service Provider for providing IP Telephony.
- 1.17 **“ITU”** means International Telecommunication Union.
- 1.18 **“License”** means VSP License issued or deemed to have been issued by the Commission under Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- 1.19 **“Licensee”** means any person/entity have been licensed (VSP) under the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- 1.20 **“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.
- 1.21 **“Number Portability”** is the term used to describe capability of individuals, business and organizations to retain their existing telephone number(s) and the same quality of service when switched to another local service provider.
- 1.22 **“Non Facility Based Operators (NFBO)”** means operator who can provide international call termination facilities without infrastructure (i.e. VSPs) with the help of FBO (i.e. IGWs).
- 1.23 **“Operator”** means an organization or a person licensed under the Bangladesh Telecommunication Regulation Act, 2001 (as amended) for establishing or operating a telecommunication system or providing telecommunication services or operating a system which is the combination or more than one of those facilities.
- 1.24 **“PLMN”** means Public Land Mobile Network for providing land mobile telephone.
- 1.25 **“PATs”** means Publicly Available Telecommunication System.
- 1.26 **“PSTN”** means Public Switched Telephone Network for providing to the public.
- 1.27 **“Quality of Service (QoS)”** is evaluated on the basis of measures on the grade of service, calls lost due to wrong processing, bit error rate, response time, acceptable number of faults per unit subscribers served, and Mean Time To Restore (MTTR), faults carried over beyond the MTTR, etc.

- 1.28 **“Quarter”** means a period of three months of the Gregorian calendar year.
- 1.29 **“Regulation”** means, regulations made or will be made in the future by the Commission under the Act.
- 1.30 **“Telecommunication”** means transmission and reception of any speech, sound, sign, signal, writing, visual image and any other intellectual expression by the way of using electricity or electro-magnetic or electro chemical or electro-mechanical energy through cable, radio, optical fiber or other electro-magnetic or electro chemical or electro-mechanical or satellite communication system.
- 1.31 **“Telecommunication Service”** means telecommunications services defined under section 2(15) of Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- 1.32 **“Telecommunication System”** means Telecommunications System defined under section 2(13) of Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- 1.33 **“Tariff”** means rates, charges payable by a subscriber/party for services 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.
- 1.34 **“tElephone NUMber Mapping (ENUM)”** is mapping of “Telephone Numbers” to Uniform Resources Identifiers (URIs) using the Domain Name System (DNS) in the domain e164.arpa. ENUM enables the convergence between the PSTN/PLMN and Internet.
- 1.35 **“Voice over Internet Protocol (VoIP)”** is the routing of voice conversations over the Internet or any other IP network. The voice data flows over a general-purpose packet-switched network.
- 1.36 **“VoIP Service Provider (VSP)”** means operator who is capable to handle international incoming voice call termination in Bangladesh.

## 2. **ABBREVIATIONS:**

2.1	ANS	-	Access Network Services.
2.2	BTRC	-	Bangladesh Telecommunication Regulatory Commission.
2.3	FBO	-	Facility Based Operators
2.4	ICX	-	Interconnection Exchange.
2.5	IGW	-	International Gateways.
2.6	IIG	-	International Internet Gateway.
2.7	ILDC	-	International Long Distance Cable
2.8	IP	-	Internet Protocol.
2.9	IPTSP	-	Internet Protocol Telephony Service Provider
2.10	ISP	-	Internet Service Provider.
2.11	IPCDR	-	Internet Protocol Call Detailed Record.
2.12	ITC	-	International Terrestrial Cable
2.13	LI	-	Lawful Interception.
2.14	LEA	-	Law Enforcement Agency
2.15	NFBO	-	Non Facility Based Operators
2.16	NGN	-	Next Generation Network.
2.17	NMC	-	National Monitoring Centre
2.18	OFC	-	Optical Fiber Cable.

2.19	POI	-	Point of Interconnection
2.20	PSTN	-	Public Switched Telephone Network.
2.21	PATS	-	Publicly Available Telecommunication System
2.22	QoS	-	Quality of Service.
2.23	SLA	-	Service Level Agreement
2.24	STM-x	-	Synchronous Transfer Mode (Fibre Channel Card)
2.25	VoIP	-	Voice over Internet Protocol.
2.26	VSP	-	VoIP Service Provider.
2.27	BHCA	-	Busy Hour Call Attempts.

## **SCHEDULE -2**

### **[Clause 10 of the License]**

#### **TECHNICAL REQUIREMENTS FOR VoIP SERVICE PROVIDER (VSP)**

**The VSP must meet the following minimum technical criteria.**

#### **1. CAPACITY**

Each VSP will be entitled to handle voice traffic of maximum 5 Mbps bandwidth link as provided by IGWs. The Government may change the capacity of voice bandwidth from time to time.

#### **2. INTERFACE REQUIREMENTS**

##### **2.1 International Side**

Only IP interface shall be used at International side to connect with the IGWs by VSP. Any new interface in this respect may be installed subject to permission of the Commission.

##### **2.2 National side**

The interface shall be in E1/Ethernet level as available with ICX. Any new interface in this respect may be installed subject to permission of the Commission.

#### **3. NETWORK CONNECTIVITY**

3.1 VSPs shall terminate calls from overseas carriers through IGWs. The VSPs Licensee will have to lease capacity from IGW Operator and shall have facilities for overseas carriers from the Data Center and Co-location of IGW.

3.2 Each VSP Licensee shall route the international call with only one ICX permitted by the Commission at national side and shall have facilities for call termination towards ICX.

3.3 The Licensee shall have to report and furnish the relevant documents to the Commission on monthly basis.

- 3.4 VSP operators shall arrange end-to-end Service Level Agreements (SLA) with overseas carrier, IGW and ICX. VSP shall negotiate tariff, traffic volume with overseas carriers for call termination. Agreed tariff, traffic volume must be submitted to the Commission and shall be vetted by the Commission.
- 3.5 The licensee shall have sufficient voice traffic monitoring system. The Licensee shall submit all the monitoring information and document as directed by the Commission from time to time with the assistance of the respective IGWs from which VSP shall be receiving the bandwidth for call termination.

DRAFT

#### **4. NETWORK SECURITY**

The VSP Licensees shall follow code of practice for information security as specified in ISO/IEC 17799 (later renamed as ISO/IEC 27002) with the assistance of the respective IGWs from which VSP shall be receiving the bandwidth for call termination.

#### **5. VSP SHOULD SUPPORT ENUM SERVICES**

The system of licensee shall support and compatible to ENUM services as per instruction by the Commission with the assistance of the respective IGWs from which VSP shall be receiving the bandwidth for call termination.

#### **6. NUMBERING SCHEME**

- 6.1 Existing Numbering plan of the commission must be followed by the VSP.
- 6.2 VSP must be able to provide CLI for all calls as and when asked by the commission with the assistance of the respective IGWs from which VSP shall be receiving the bandwidth for call termination.
- 6.3 Geographic versus non-geographic numbers should be maintained as per the instruction of the Commission for nomadic and non-nomadic VSP.
- 6.4 VSP should have technical facilities to follow the instructions of the commission regarding Number portability with the assistance of the respective IGWs from which VSP shall be receiving the bandwidth for call termination.

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

- 7.1 The commission has distinguished basic three types of voice interconnection:
  - 7.1.1 Traditional PLMN and PSTN interconnection which is prevailing in our country at present.
  - 7.1.2 PSTN/PLMN- VoIP via SS7 interconnection through media Gateways (MGW) which will enhance the migration path from TDM to NGN technology. This connectivity is under the regulatory frame work of the Commission.
  - 7.1.3 IP to IP interconnection for VoIP which is not under this regulatory frame work.
- 7.2 VSP operator can buy bandwidth, IP address from IGW with registration after prior permission from the Commission.
- 7.3 VSP can provide voice service being within TDM backbone or can provide voice service by transition between IP backbones to TDM backbone for International call terminations through IGW.

#### **8. CALL DETAIL RECORD (CDR)**

The VSPs shall be capable of generating IP-CDRs and recording detail data of all completed incoming calls for each of the IPs. The following call-related data (not limited to) shall be generated and recorded in the system. The VSP Licensees shall take prior approval from the Commission regarding the CDR format. If require VSP are allowed to take the assistance on this regards of their respective IGWs from where the VSP shall be receiving the bandwidth for call termination.

## **9. IP ACCOUNTABILITY**

- 9.1 All VSP should have IP address accountability used for their service.
- 9.2 IP address used for VSP should be registered and a database should be maintained by IGWs and intimated to the Commission as per instructions.

## **10. QUALITY OF SERVICE STANDARDS**

- 10.1 For IP-based voice service, the Licensee shall be responsible for ensuring that voice passes through its network with minimum jitter, delay and packet loss. The guidelines for QoS are based on ITU-T Recommendation.
- 10.2 The VSPs shall comply with all QoS standards imposed by Commission. Commission reserves the right to modify the QoS objectives from time to time for compliance.

## **11. OTHER REQUIREMENTS**

The Commission reserves the right to modify the above requirements as and when felt necessary.

### SCHEDULE-3

[Clause 9.1 of the License]

#### PRO-FORMA OF PERFORMANCE BANK GUARANTEE

*[Non-Judicial Stamp]*

[Date]

[Name of Bank] (Hereinafter called the Bank)

[Address]

To: The Bangladesh Telecommunication Regulatory Commission  
[Address]

Dear Sir

**Subject: Bank Guarantee No.:                      dated:                      for Tk. 2,50,000 (Taka two lakh fifty thousand) only in favour of “The Bangladesh Telecommunication Regulatory Commission”.**

This Bank Guarantee (hereinafter called the Guarantee) is issued pursuant to the clause..... of the license no. ----- dated ----- for VoIP Service Provider (VSP) in the country granted to ----- - (hereinafter called the licensee) by the Bangladesh Telecommunications Regulatory Commission (hereinafter called the Commission) under the Bangladesh Telecommunication Regulation Act, 2001 (as amended)

This Guarantee will serve as security deposit for fulfillment the commencement of operation under the terms and conditions of the License. The withdrawal request from and form for reduction of guaranteed amount are annexed herewith as form-1 and form-2 respectively.

In case of failure of commencement within the 6 (six) month from the awarding license, 10% of the Performance Bank Guarantee will be encashed for each month or its fraction thereof. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission shall take necessary action to cancel the License.

The Bank hereby irrevocably guarantees and undertakes to pay to the Commission, any or all sums up to the amount of Tk. 2,50,000 (Taka two lakh fifty thousand) only as described in the regulatory and licensing guidelines for invitation of applications for issuing VSP 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 2 (two) 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

**FORM – 2**

**FORM FOR REDUCTION OF GUARANTEED AMOUNT**

[Letterhead of Licensee]

[Date]

To: The Bangladesh Telecommunication Regulatory Commission  
[Address].

Dear Sir,

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

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

We confirm that we have discharged all of our obligations under the **License** and have achieved the target set by the Commission based under terms and conditions of the **License**.

We wish to request that the Guarantee be reduced accordingly.

[Name of authorized representative of Licensee]

for and on behalf of

[Licensee]