



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB Bhaban, Ramna, Dhaka-1000

No. BTRC/

Date:

Regulatory and licensing Guidelines

For

Tower Sharing

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BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION DRAFT REGULATORY AND LICENSING GUIDELINES FOR TOWER SHARING LICENSE

1. INTRODUCTION

1.01 The Government has authorized the Bangladesh Telecommunication Regulatory Commission (Commission) is empowered under section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) (the Act) to issue License for the operation and provision of telecommunication services, and to determine the eligibility criteria and other general terms and conditions of License.

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 Tower Sharing.

1.03 These Guidelines, along with the terms and conditions of the License, shall 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 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 Tower sharing is an approach to ensuring optimum utilization of telecommunication resources, land, infrastructure and power; to reduce environmental hazards; to reduce the CAPEX and OPEX; to achieve higher economies of scale; to promote healthy competition by reducing the entry-cost for new entrants; and to reduce the wastage of land route to develop telecommunication network and infrastructure.

1.05 Tower sharing includes requirement to lease out/rent out/swapping Tower on a non-discriminatory basis to other service providers. These guidelines are to be read along with the Act and any other relevant Laws, Rules, Regulations and in conjunction with the respective operator's license conditions.

1.06 The Guidelines may be withdrawn, revised, updated or amended from time to time taking into consideration various factors including but not limited to any threat to public health, national security and of Court orders.

1.07 This guideline is approved by the government and shall come into effect from the date of its issuance by Bangladesh Telecommunication Regulatory Commission (BTRC).

2. INTERPRETATIONS AND DEFINITIONS

The interpretations and definitions of the terms used in these guidelines are annexed herewith as Appendix 1.

3. OBJECTIVES

The objectives of these guidelines are as follows:

3.01 These Guidelines are intended to provide an overview of the licensing and regulatory framework for Applicant(s) seeking to obtain License under these guidelines to develop, build, acquire, rent, lease, operate and maintain Tower for providing telecommunications services in Bangladesh. No person or business entity shall be allowed to develop, build, operate and maintain Towers without a valid License issued by the Commission.

3.02 To maximize the use of network facilities including but not limited to base station sites, towers, in-house wiring, local-loops etc. to enhance sharing and reduce duplication of investment for network facilities. In this context “Tower Sharing” means the joint use of telecommunication Tower and facilities by two or more operators.

3.03 To promote the availability of wide range of cost effective and competitive telecommunication networks throughout Bangladesh by ensuring optimum utilization of telecommunication resources.

3.04 To minimize the environmental effect, to ensure minimum occupation of land space, reduce power consumption and maximizing the utilization of existing Tower and installations.

3.05 To ensure optimum utilization of the operators’ capital expenditure on supporting tower and telecommunication resources, therefore facilitating the whole sector.

3.06 To alleviate pressure of network rollout and cost management from operators, allowing them to focus on customer service in a highly competitive and customer-centric industry.

4. LEGAL REQUIREMENTS

4.01 The following are the principal legal statutes governing the telecommunication industry in Bangladesh:

(i) The Bangladesh Telecommunication Act, 2001 (Act No. XVIII of 2001).

(ii) The Wireless Telegraphy Act, 1933 (Act No. XVII of 1933) and The Telegraph Act, 1885 (Act No. XIII of 1885), for matters that are not covered by the Bangladesh Telecommunication Act, 2001.

(iii) Any Rules/Regulation/Directives/Instructions/Directions/Decisions made by the Commission.

4.02 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 shareholders 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 of any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;

(iv) he has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;

(v) he has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;

(vi) his license has been cancelled by the Commission at any time during the last 5 (five) years;

(vii) if prosecution is going on against the applicant(s) or its owner(s) or shareholder(s) or any of its director(s) or partner(s) for illegal call termination or any violation of the Act/Any Regulation/Rules/Guidelines/Bye-laws/Directives/Instructions/Orders/Circulars/Decisions of the Commission and/ or the Government etc.

5. ELIGIBILITY

5.1 Bangladeshi entities (consortium, partnerships and companies registered under 'Joint Stock of Companies and Firms' under the law(s) of Bangladesh are eligible to apply for Tower Sharing License. However, Bangladeshi entity may have NRB and/or foreign entity as partner. A partnership/consortium of NRB and/or foreign entity without Bangladeshi partner(s) is not eligible.

5.2 In case of foreign entity applying together with Bangladeshi partner, foreign equity is limited to maximum 70% (seventy percent). The foreign partner shall invest in foreign currency directly equal to his percentage of ownership and no bank loan from any Bangladeshi Scheduled Bank/ Financial institution/ Leasing Company shall be raised for the foreign part of the investment.

5.3 In case of NRB applying together with Bangladeshi partner, there is no limitation on the quantity of foreign equity. NRB shall invest directly in foreign currency and no bank loan from any Bangladeshi Scheduled Bank/ Financial Institution/ Leasing Company shall be raised for his part of the investment.

5.4 The mobile operators (CDMA/GSM) and/or Broadband Wireless Access (BWA) Operators having license from the Commission shall not be eligible to apply for this license.

5.5 The applicant holding share of Cellular Mobile Phone and/or BWA operator of Bangladesh shall transfer the concerned shares (if any) of the said entity before awarding the license.

5.6 The applicant or the foreign/NRB partners/shareholders of the applicant shall have to have minimum experience of 3 (three) years of successful Tower Sharing Business with operation of at least 5 (five) thousand towers on the date of application.

5.7 One entity will be allowed to get only one Tower Sharing License.

5.8 The Licenses will be awarded by the Commission to the applicants subject to fulfillment of the terms and conditions of these guidelines.

6. INITIAL PUBLIC OFFERING

The Licensee shall float Initial Public Offer (IPO) as per the policy/guidelines/directions/rules of the Security Exchange Commission (SEC) of Bangladesh and in accordance with other prevailing laws of Bangladesh within 5(five) years from the date of awarding the Licenses. The licensee shall not be allowed to transfer any share before issuance of IPO without prior written permission from the Commission.

7. AVAILABILITY OF THE LICENSING GUIDELINE

7.1 This guideline is available in the BTRC website: www.btrc.gov.bd for information only. The prospective applicant willing to submit the proposals/offers, shall purchase a copy of this Guideline from the Commission by submitting an application to the Chairman of the Commission, endorsing BDT 5,000/- (five thousand) in the form of pay order or bank draft in favour of Bangladesh Telecommunication Regulatory Commission.

7.2 The Guideline which includes prescribed Application Form, Generic form of License and application information instructions will be available in the office of the Commission.

8. NUMBER OF LICENSE

The Commission will award maximum 04 (four) Tower Sharing Licenses to 04 (four) different entities to provide nationwide Tower Sharing facilities to the ANS Operators, Licensed Telecommunication Operators and to other authorised users.

9. DURATION OF THE LICENSE

The duration of the Licenses, shall initially be for a term of 15 (fifteen) years. Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 5 (five) years in duration, subject to the approval from the Government, payment of necessary fees and charges, and to such terms and conditions, as may be specified herein and/or by the Government at the time of each renewal.

10. SUBMISSION OF APPLICATION

10.01 The application in applicant's letter head pad shall include the documents mentioned in appendix-2, appendix-3, appendix-4 & appendix-5. Each page of the application along with purchased guidelines and all other supporting documents shall have to be signed by the applicant's authorized personnel.

10.2 The applicant shall submit non-refundable application/processing fees of BDT 5 (Five) Lac (excluding VAT) payable in favour of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh.

10.3 The applicant shall submit 2 (two) copies of its application with all relevant documents of which 1 (one) shall be original. The applicant(s) shall also submit soft copy of all the documents in portable/removable drive with non-scanned and/or scanned format to the Commission.

10.4 The Commission reserves the right and authority to reject the application if it is found that the application has been submitted without complying with the conditions of these guidelines or any information or documents provided with the application is untrue, inaccurate, incomplete or unacceptable for any reasonable cause.

11. APPLICATION PROCESSING

11.1 The applicant shall submit Application/offer/proposal for Tower Sharing License to the Commission in the prescribed Form duly filled-in, signed and sealed, together/along with all other necessary attested documents and information indicated in the prescribed format as appended in APPENDIX-2, APPENDIX-3, APPENDIX-4, APPENDIX-5.

11.2 In the event the Commission requires additional information from the Applicant(s), the Commission may request for such information, by writing to the Applicant(s). The information requested is to be forwarded to the Commission within a stipulated time to be decided by the Commission.

12. LICENSE AWARDING PROCESS

12.1 The License will be awarded through an evaluation process. The evaluation of the offers/proposals shall be carried out in conformity with the provisions of APPENDIX-5 having total 100 marks.

12.02 The License will be awarded through an evaluation process. The Commission will form an Tower Sharing License Evaluation Committee to evaluate the applications/offers/proposals of the eligible applicant(s) for Tower Sharing license. The committee will evaluate the applications/offers on the basis of the documents/information submitted by the applicant(s). After evaluation of the applications submitted, the Commission will select the applicant subject to approval of the Government.

12.03 The Commission reserves the right and authority either to accept or to reject any application at any time without assigning any reason whatsoever.

13. DISQUALIFICATION

Without prejudice to any other remedy that may be available to it, the Commission reserves the right, on the recommendation of the Evaluation Committee, to disqualify any applicant and forfeit its money for any of the reasons set out below:

(i) Inaccuracy or misrepresentation of any facts in any part of the Application which is mala fide;

(ii) Illegal conduct, disruption during the evaluation, or indulgence in improper attempts to influence the outcome, or delay the process;

(iii) Any “corrupt practice” meaning the offering, giving, receiving or soliciting of anything of value to influence a public official in relation to evaluation process; or

(iv) Any fraudulent practice or misrepresentation of facts in order to influence the results of the evaluation process established by the guidelines.

14. NETWORK DESIGN AND PUBLIC WORKS

14.01 The Licensee(s) is authorized to develop, build, acquire, rent, lease, operate and maintain Tower for providing telecommunication services to the Licensed Telecommunication Operators and to other entities authorized by the Commission.

14.02 Tower Sharing Licensee shall not be permitted to build optical/wired backbone transmission network.

14.04 Tower Sharing Licensees shall not provide any telecommunication services directly to the end users.

14.05 The Applicant(s) shall mention its proposed technology, network topology and the plan for roll out in case of Tower Sharing amongst Licensed Telecommunication Operators and to other authorized users. The Licensee shall not connect to the system(s) any equipment or system that does not comply with the standard telecommunication equipment/system.

14.06 Prior to any installation or maintenance work on the systems, the licensee(s) shall obtain all necessary permissions from the relevant authorities or Governmental departments for works on land owned or controlled by any Government or local authority or statutory body and from the relevant owner or occupier for works on any private land.

14.07 The Licensee(s) shall undertake and complete all installation and maintenance work diligently observing the need for public safety in compliance with local laws and regulations.

14.08 If third party owned property is affected as a result of the installation and/or maintenance work, the Licensee(s) shall seek the applicable third party's consent prior to displacing or hindering with telecommunication lines, gas or water pipes, drains or sewers, or tubes, casings, ducts, wires or cables or other third party property or equipment.

14.09 The Licensee(s) shall be solely liable for any losses, damages, claims, costs or expenses caused, arising from or in connection with any installation and/or maintenance work in public and private areas.

14.10 The Licensee shall take effective measures to arrange the necessary towers for providing telecommunication services to the licensed Telecommunication Operators and to other entities authorised by the Commission according to their Radio Network Planning.

14.11 The Licensee shall also take the measures to meet the environmental & health concerns and implement other regulatory instructions regarding this time to time.

15. SCOPE OF THE LICENCE

15.01 The licensee(s) shall develop, build, acquire, own, rent, lease, operate and maintain the Towers anywhere through the Nation under these Licensing Guidelines.

15.02 The license(s) will Lease out / Rent out the Licensees' Towers including its associate services to the Licensed Telecommunication Operators and other authorized users for a specified Lease Term / Rental Term not exceeding the Tower Sharing license duration.

15.03 The licensee and the operators shall come across with a Service Level Agreement (SLA) for Tower Sharing. The licensee shall submit the draft SLA to the Commission for necessary vetting.

15.04 The licensee(s) shall obtain permission from the Commission before building any Tower. The Licensee(s) will be entitled to lease or share or sub-lease any of its systems or any apparatus or facility to others without any discrimination. The Licensee(s) shall file all concluded lease agreements with the Commission.

15.05 The Licensee(s) shall have an obligation to connect the Tower to the systems of any other Licensed Telecommunication Operators by the Commission and ensure compatibility.

15.06 The Licensee(s) shall comply with all the requirements and approval of tariff by the Commission.

15.07 The Commission may issue separate directives regarding sharing of electronic/ active elements of towers.

16. SHARING OF FACILITIES

16.1 The Licensee(s) shall comply with the directions of the Commission on network and facility sharing. All the licensed operators shall share the Towers as per Tower Sharing Guidelines issued by the Commission. The pricing for sharing tower shall be as per the tariff approved by the Commission.

16.2 Where it deems necessary, the Commission may direct the Licensee to share facilities and/or Tower with other Licensee(s) and the Licensee shall cooperate and work with other Licensed Telecommunication Operators and other authorised users to submit plan for sharing of facilities/infrastructure to the Commission.

17. CONNECTION AND INTEROPERABILITY

17.1 The total system established by the licensees must be interoperable with the existing standard telecommunication technologies, equipment and system(s) being used in Bangladesh by other operators.

17.2 Licensee(s) shall insert clauses in the Lease agreement so that they can provide tower sharing facilities or access of required capacity to Licensed Telecommunication Operators and other authorised users without any discrimination.

17.3 The Licensee shall-

a) comply with all technical standards set by the Commission to be interoperable with the existing and future telecommunication technologies and equipment to ensure services as mention in these guidelines; and

b) comply with all other access and connection obligations as stipulated by the Commission or as issued by the Commission from time to time.

18. ROLL OUT OBLIGATION

18.01 The Licensee shall start its operation within 06 (six) months from the date of issuance of the license. Rollout obligation period shall be counted from 180 days after the issuance of license. The other conditions of the guidelines shall remain same. The roll out obligation of Tower Sharing Service is appended below:

(a) The licensee(s), within 1st year of roll out, shall have to provide Tower Sharing Service covering up to all Divisions Headquarters.

(b) The licensee(s), within 2nd year of roll out, shall have to provide Tower Sharing Service covering up to all Districts Headquarters.

(c) The licensee(s), within 3rd year of roll out, shall have to provide Tower Service Service covering up to 30% of all Upazilas.

(c) The licensee(s), within 4th year of roll out, shall have to provide Tower Service Service covering up to 60% of all Upazilas.

(c) The licensee(s), within 5th year of roll out, shall have to provide Tower Service Service covering up to all Upazilas.

18.02 The Licensee shall newly build at least 10% of its required Towers to provide telecommunication services.

18.03 The Tower Sharing Licensee is entitled to purchase/ lease/ rent necessary number of towers proportionately from the existing Telecommunication operators who own towers in those administrative areas (Division, District and Upazila) as mentioned in clause- 18.01.

19. OBLIGATION FOR OTHER OPERATORS

19.01 The Existing Licensed Telecom Operators, other than Tower Sharing Licensee, who has already shared, leased and rented Towers will gradually roll back these tower sharing/ leasing/ renting services as the same as rolled out by the Tower Sharing Licensee. The rolling back timeline is as follows:

(a) After starting the roll out obligation period of the Tower Sharing Licensee, other Licensed Telecommunication Operator shall roll back the above mentioned tower sharing/ leasing/ renting services by 1st year from the Divisions Headquarters.

(b) After starting the roll out obligation period of the Tower Sharing Licensee, other Licensed Telecommunication Operator shall roll back the above mentioned tower sharing/ leasing/ renting services by 2nd year from the Districts Headquarters.

(c) After starting the roll out obligation period of the Tower Sharing Licensee, other Licensed Telecommunication Operator shall roll back the above mentioned tower sharing/ leasing/ renting services by 3rd year from 30% from all Upazilas.

(d) After starting the roll out obligation period of the Tower Sharing Licensee, other Licensed Telecommunication Operator shall roll back the above mentioned tower sharing/ leasing/ renting services by 4th year from 60% from all Upazilas.

(e) After starting the roll out obligation period of the Tower Sharing Licensee, other Licensed Telecommunication Operator shall roll back the above mentioned tower sharing/ leasing/ renting services by 5th year from all Upazilas.

19.02 Subject to the provisions of the guidelines, existing telecom operators other than the Tower Sharing Licensee shall not be permitted to build/ rebuild/ share/ lease/ rent their towers with

other operators (except Tower Sharing Licensees) if such towers of Tower Sharing Licensees are already available there.

19.03 The Licensed Telecommunication Operators and other authorized users shall request the Tower Sharing Licensee to make the facility available with a notification to BTRC. The Tower Sharing Licensee, if fails to provide tower sharing facility under its license, shall assure within 30 (thirty) days about making the facility reasonably available within 90 (ninety) days from the date of request made by the concerned telecom operator.

19.04 On failure of the Tower Sharing Licensee to make the facility available as mentioned above, the concerned telecom operator may, upon prior approval from the Commission, build, maintain and operate towers exclusively for their own use.

19.05 The existing telecom operators may sell/ lease/ rent their towers to Tower Sharing Licensees. In such case, the Tower Sharing Licensees will be entitled to purchase/take lease/ take rent of the towers from the existing telecom operators and shall submit the copy of such agreement to the Commission accordingly.

20. FEES AND CHARGES

20.1 Applicants/Licensees will be required to pay various fees, contribution and charges to the Commission. The following table summarizes the fee structure. The fees are excluding of fees, charges and taxes imposed by any other competent authority of the Government.

Application Fee/Processing Fee	BDT 5 (five) lakh
License acquisition fee	BDT 25 (Twenty five) Crore
Annual License Fee	BDT 5 (Five) Crore
Gross Revenue Sharing	0% for the 1 st year 5.5% from 2 nd year
Social Obligation Fund Subscription	1% from 2 nd year
Performance Bank Guarantee	BDT 20 (twenty) crore
Offer Security Money	BDT 1 (One) Crore

20.02 The Licensee(s) shall pay all the required fees within the stipulated time frame given hereafter. All fees, charges etc. paid by the Licensee(s) 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 mentioned in the Bangladesh Bank Order 1972.

20.03 **Application Fee.** The Application fee shall be Taka 500,000/- (taka five lacs) only in the form of pay order/bank draft.

20.04 The License Acquisition Fee. The Licensee shall pay Taka 25,00,00,000 (twenty five crore) at only one time the License Acquisition fee of within 30 (thirty) days from the date of notification of awarding license.

20.05 Annual License Fee and Gross Revenue Sharing. From the 2nd year of issuance License(s), the Licensee(s), shall pay License Fee, Gross Revenue sharing as mentioned below:

(a) **Annual License Fee.** The Tower Sharing licensee shall pay 5 crore as Annual License Fee in advance on each anniversary of the date of issuance of the License.

(b) **Gross Revenue Sharing.** No Revenue (0%) shall be shared by the licensee for the first year. However, the licensee, from second year, shall share 5.5% of its annual audited gross revenue of with the Commission and it shall be paid on a quarterly basis within the first 10 days at the end of each quarter. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 days of the financial year-end of the Licensee(s). In the event of any overpayment by the Licensee(s), the Licensee(s) may set off any excess amount against quarterly payments in the next year. The percentage of revenue to be shared may be changed from time to time by the Commission and the licensee(s) shall abide by it.

20.06 The annual license fee and the amount of revenue to be shared has to be paid within due time. The amount due may be paid till 60 (sixty) days after the due date by paying late fee at the rate of 15% per annum as compensation to the Commission. If the amount is not paid within the 60 days as stipulated, 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.

21. OFFER SECURITY MONEY:

(a) The Applicant(s) shall submit Taka 1 (One) Crore as offer security money in the form of bank draft or pay order in favor of Bangladesh Telecommunication Regulatory Commission while submitting the offer/proposal. This offer security money will be refunded to the unsuccessful applicants within 30 (thirty) days of the declaration of successful offerer without bearing any liability towards interest, indexation, inflation or deflation.

(b) The offer security money of the successful applicant shall be adjusted with the License acquisition fee.

(c) The successful selected 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 offerer fails to pay the license acquisition fee within the stipulated period, the offerer shall lose the right of acquisition of Tower Sharing license and offer security money shall automatically be forfeited.

22. PERFORMANCE BANK GUARANTEE

22.1 The licensee(s) shall submit Bank Guarantee with a minimum validity of 05 (five) years according to the provisions mentioned in the Fees and Charges table in favour of Bangladesh

Telecommunication Regulatory Commission within 30 (Thirty) days from the date of issue of the license.

22.2 As security for the performance of Licensees' obligation, the Licensee(s) shall deliver to the Commission an unconditional bank guarantee with a validity of 05 (five) years from the date on which the License shall come into force, in a prescribed form issued by a scheduled bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. 127 of 1972)]

22.03 The bank guarantee will be encashed as per the provisions as stated in clause- 25.

23. TARIFFS AND PRICING

23.01 The Licensee(s) shall, before providing any Tower Sharing Services in the form of sharing/leasing /rent out, submit for the prior approval to the Commission in writing:

(a) tariff chart/schedule containing the maximum charges that it proposes to charge for the Tower Sharing services, and its justification for the charges.

(b) the description of the Tower Sharing services, the terms and conditions and all other relevant information which it proposes to publish to its customers. The information to be published must be in a form that is readily available, current and easy to understand.

(c) Customer's application forms for Tower Sharing services.

(d) The Licensee(s) shall not start providing any services before obtaining the approval of the Commission for its tariff and shall comply with conditions as may be imposed by the Commission.

(e) The Licensee(s) shall obtain the written approval of the Commission before making any changes to the approved tariff charges.

23.02 For subsequent sharing/leasing of Tower, the Clause 16.01 is also applicable to the ANS Operators, Licensed Telecommunication Operators and other authorised users.

24. ACCOUNTS

24.01 The Licensee(s) shall maintain separate accounting for the Lease asset and other records, in accordance with acceptable accounting practices. The Commission reserves the right to issue accounting guidelines to the Licensee(s) from time to time.

24.02 The Licensee(s) shall comply with all directions issued by the Commission with regard to accounting separation and the proper allocation of costs.

24.03 The Licensee(s) shall submit certified copies of its financial records with respect to the Lease assets and 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.

24.04 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.

24.05 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 day of the following Gregorian calendar month.

24.06 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the licensees' business related to the lease Assets for the purpose of enabling Commission to perform its functions under the Act and provisions in the license.

25. REDUCTION OF PERFORMANCE BANK GUARANTEE (PBG) AMOUNT

25.1 After completion of the rollout target of each year within the stipulated time to the satisfaction of the Commission as per all the necessary Requirements, the amount indicated below from the Performance Bank Guarantee shall be released in favour of the Licensee upon receiving their application. If the rollout obligation targets are not met, the Commission shall call on the Guarantee for the amount indicated below for deduction in favour of the Commission.

Year	% Reduction in PBG Amount upon fulfillment of rollout target	% Deduction from PBG in case of not fulfillment of rollout target
1 st	10%	10%
2 nd	10%	10%
3 rd	10%	10%
4 th	10%	10%
5 th	10%	10%

25.2 Remaining 50% of the Bank Guarantee shall be kept as security deposit for any kind of outstanding. The Commission reserves the right to encash the Bank Guarantee to any extent up to the guarantee amount in total to realize the outstanding dues of the licensee.

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

25.4 In addition to the provisions of Clause- 25.1, if the Licensee fails to start their operation within 180 days from the date of issuance of the license, the Commission may cancel their license. On such case, the Commission may issue License from the next eligible offerer according to the chronology.

26. REQUIREMENTS FOR APPLICATIONS

The applicant shall submit Application for Tower Sharing License to the Commission in the prescribed form duly filled in, signed and sealed, together with all the necessary documents and information. The papers/documents to be submitted by the applicant are appended herein below as Appendix 2 and Appendix 3.

27. INFORMATION, INSPECTION AND REPORTING

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

27.02 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 Licensees' business, for the purpose of enabling the Commission to perform its functions under the Act and provisions of these Licensing Guidelines.

27.03 The Commission or its authorized representatives shall have free access to the installations and equipment 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.

27.04 Licensee(s) shall furnish to the Commission on quarterly basis the information on the type and capacity of its installations, the number and detail of the clients, pending demand, quality of service (QoS) reports. In addition, the Licensee shall also be required to furnish any information on systems and services any time if asked by the Commission.

27.05 The Licensee(s) 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 regard its contents, which will be obligatory on the Licensee(s) to follow. In addition, the Licensee shall submit to the Commission 5 (five) copies of the audited financial statement of the company that will contain its balance sheet, profit and loss account, cash flow statements, plant capacity of Nodal Points, number of subscribers connected or waiting for connection etc.

28. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

28.01 This License and any right accrued hereunder shall not without prior approval from the Government be transferred, wholly or partly, and as such transfer, if any shall be void.

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

28.03 The Licensee(s) shall not subcontract out any part of the System without prior written permission of the Commission. The Licensee(s) may appoint agents or independent contractors or subcontractors to carry out works or provide services which enable the Licensee(s) to discharge its duties and obligations under the License, provided that the Licensee(s) shall be liable for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing Tower Sharing services.

29. SUSPENSION, CANCELLATION AND FINES

29.1 The Commission with prior approval of the Government may, in any of the events specified in Section 46 and 63 of the Act, suspend or cancel the License issued under this guideline and/or impose fine as mentioned in Section 46(3) of the Act.

29.2 The Commission may also pass and order of injunction under Section 64 of the Act for preventing the violation of any provision/condition of the Act, or the license or permit or a direction or directive pass by the Commission.

29.3 The Commission with prior approval of the Government may cancel the License and the Licensee shall be liable for action as per the Act, on any cause including but not limited to the following grounds –

- (i) that any information furnished in the Application form for obtaining the License is found incorrect/false which is mala fide;
- (ii) that the licensee has obtained the license hiding the information as mentioned in the guidelines and the Act and the reason for failure to providing the information is unacceptable;
- (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the Tower Sharing License within the time period mentioned in the final notice unless the matter is pending for any judicial adjudication;
- (iv) that the licensee has transferred any share or has introduce any partnership issued new shares without prior written permission of the Commission which is approved by the Government,
- (v) that the licensee has disclosed or is involved with any discloser of any information to anybody/performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony,
- (vi) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee and the licensee has failed to comply with the instructions of the competent authority,
- (vii) that the licensee hides any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its clients and/or the Commission as

per service obligations; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities;

- (viii) that the Licensee has violated or purports to violate any terms and/or conditions under this Guideline/ Regulations/Directives/Instructions/ Orders/ Circulars/ Decisions etc. of the Commission;

30. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

30.1 In the event of suspension of the License under provisions 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.

30.2 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 or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or the License.

31. CHANGES IN MANAGEMENT STRUCTURE

31.01 The Licensee(s) 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 from the Commission.

31.02 The Licensee(s) shall neither transfer any share nor issue new shares without prior written permission of the Commission.

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

32. ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION AND DISCRIMINATION

32.01 **Anti-Competitive Conduct:** The Licensee(s) shall not engage in anti-competitive conduct which in the view of the Commission inhibits or impedes fair competition including exploiting a position of dominance such as to unreasonably restrict competition.

32.02 **Unfair Competition:** The Licensee(s), on his own or through a third party, shall not engage in any practice which unfairly restricts or is likely to restrict existing competition in the national telecommunications industry or which deters or restricts or is likely to deter or restrict new Licensee(s) into the national telecommunications industry including, but not limited to, engaging in the following practices:

- (a) asserting false or misleading claims on the availability, price or quality of its services or systems or the services or systems of any other Licensee(s) or competitor(s);
- (b) degrading the availability or quality of a Licensee(s) or competitor's services or systems or unfairly raising their business, operational or technical costs;
- (c) unlawfully interfering with the suppliers or subscribers of the Licensee(s) or its competitor(s);
or
- (d) providing false or misleading information to other Licensee(s) or competitor(s) or to any third party.

32.03 **Discrimination:** The Licensee(s) shall not discriminate or create any inconvenience to any person, group or class of persons, nor shall it give any unfair or unreasonable preference to itself or any other person in, amongst other things, the performance, price, terms and conditions of the services provided.

33. LAWFUL INTERCEPTION (LI) AND MONITORING COMPLIANCE

33.01 LI compliance will be decided in consultation with National Monitoring Committee (NMC) and the Commission, and the same will be communicated to the Licensees.

33.02 License shall provide an appropriate network management system with relevant software including software licensee(s) and hardware to the NMC and to the Commission for monitoring the system if necessary.

34. NATIONAL EMERGENCIES

34.01 Licensee(s) shall facilitate and cooperate with telecom operators, all relevant government bodies, departments and official agencies for the continuity of services through the Tower in the event of National emergencies or where issues of National security arise.

34.02 In the event of any war or war situation, internal National disorder (including strikes), urgent state affairs or situations demanding National security, the Government may use equipment and the systems used by the Licensee(s) for telecommunication purpose.

34.03 In case of National emergency, declared by the President, the Government may suspend any particular activity of the Licensee(s), to the extent that it does not materially hamper the business of the Licensee(s).

35. DISPUTE RESOLUTION

In the event of any differences or disputes with other telecommunication operators and failure to resolve the differences or disputes among themselves, the Licensee(s) may refer the matter to the Commission for resolution of the same. The Commission may decide as it consider appropriate to resolve the dispute and the same shall be binding on the concerned parties.

36. AMENDMENTS

The Commission has the right to change, amend, vary or revoke the terms in the license, which has relevance to exercising powers of the Commission provided in the Act, upon notice to the licensee(s), informing the reasons for the proposed change and the time, which shall not be less than thirty (30) days, to reply to the notice. If no reply is received within the stipulated time, the amendments shall take effect on the next day of the stipulated time. If a reply is received, the Commission shall consider the reply and notify the licensee(s) within thirty (30) days of the reply of its decision to either (a) rescind the amendments or (b) modify the amendments or proceed with the proposed amendments, in which case the amendments shall take effect on the 15th day after the date of the Commission's second notice. The licensee(s) shall comply with all new terms and conditions imposed by the Commission.

37. DISCLAIMER

Questions or requests for clarification on the contents of this guideline may be raised. The Commission reserves the right not to reply to questions. However, to the extent that it does, it will publish/reply the question and the answer in written or at the BTRC website www.btrc.gov.bd unless confidentiality has been requested. The identity of those asking the questions will not be published without the questioner's permission.

38. ADDRESS FOR CORRESPONDENCE

All correspondence relating to this guideline, and issuance of License duly marked “**Tower Sharing License**” should be addressed to:

Director (Licensing)
Legal and Licensing Division
Bangladesh Telecommunication Regulatory Commission
IEB Bhaban, Ramna, Dhaka-1000, Bangladesh
Phone: +880 2 9511127
Fax: +880 2 9556677, 9567755
E-mail: taleb.hossain@btrc.gov.bd

39. MISCELLANEOUS

- 39.1 Any dispute, controversy or claim arising out of, or in connection with, this Proposals/Offer, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be final and binding.
- 39.2 No suit, prosecution or any other legal proceedings shall lie against the Commission or any member or employee of the Commission in respect of anything done or intended to be done by the Commission in good faith in connection with this guideline.

- 39.3 If not mentioned in the particular clause, the exchange rate of Dollar and BDT shall be the selling rate of Bangladesh Bank on the day preceding the date of payment.
- 39.4 Unless otherwise stated –
- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
 - (ii) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
 - (iii) any expression in masculine gender shall include feminine.
 - (iv) any reference in this License to a person shall be deemed to include natural and legal persons;
 - (v) all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
 - (vi) the term ‘or’ shall include ‘and’ but not vice versa;
 - (vii) any reference in this guideline to “writing” or “written” includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
 - (viii) references to Clauses, Sub-Clauses, Annexure, Appendix and Schedule of guidelines are to Clauses, Sub-Clauses, Annexure, Appendix and Schedule to this License, respectively.
- 39.5 This guideline shall form the integral part of the Mobile Number Portability Services Operator License and vice-versa.
- 39.6 This guideline is issued with the approval of the appropriate authority

Director (Licensing)
Legal and Licensing Division

APPENDIX-1

DEFINITIONS

Unless the context otherwise requires, the different terms and expressions used in these guidelines shall have the following meaning assigned to them. The headings are given for the sake of convenience only and do not carry any special meaning. Definitions and interpretations not listed here shall bear the same meaning as contained in the Act and the International Long Distance Telecommunication Services Policy-2007.

1. **“Act”** means the Bangladesh Telecommunications Act 2001.
2. **“Access Network Service Operators (ANS Operators)”** means the PSTN, Cellular, Cable Service Provider, BWA Operators, ISPs and others who provide telecommunication services directly to the end users.
3. **“Application Form”** means a form prescribed for applying for the license for the operation of Tower Sharing services.
4. **“Connection”** means the visible or invisible or logical linking of telecommunication network.
5. **“Infrastructure”** means all telecommunication related equipment (Hardware and Software) including Tower associated equipment.
6. **“Lease”** means providing authority to others for using telecommunication transmission facilities for telecommunication purpose in consideration for a rental.
7. **“Lease Term”** means the period for which the Lease is valid.
8. **“Lessee”** means any person or legal entity that receives the award of the lease.
9. **“Systems or Lease Asset”** means the telecommunications system already built/ acquired and to be built by the Licensee throughout the country.
10. **“Tower”** means all types of towers including but not limited to: a monopole, tripole, lattice tower, guyed tower, self support tower, pole; mast; or other structure, which are used to support one or more *telecommunication antennae* for the purpose of radio telecommunications and which may be located at ground level or on the roof of a building and may include an equipment shelter containing electronic equipment and which is not staffed on a permanent basis and only requires periodic maintenance.

11. **“Active Infrastructure”** means electronic infrastructure & facility of a telecom tower which includes Base Transceiver Station (BTS) / Node B, spectrum, antenna, feeder cable, Radio Access Network (RAN), microwave radio equipment, Base Station Controller (BSC) / Radio Network Controller (RNC), etc.
12. **“Passive Infrastructure”** means non-electronic infrastructure and facility which includes sharing of physical site, building, shelter, electric power supply and battery backup, grounding / earthing, air conditioning, security arrangement, pole, duct, trench, right of way, in-house wiring, sub-loop (Wire/Cable) and local-loop (Wire/Cable) etc.
13. **“Associate Services”** means services/ facilities related to telecom tower including In Building Systems (IBS) and Distributed Antenna Systems (DAS) as well as small cells (not limited to femtocell, picocell, metrocell or microcell), which includes either individually or in combination, physical site, building, associated equipment shelters, combiners, couplers, splitters, attenuators, coaxial cables, connectors, electric power supply and battery backup, control equipment grounding / earthing, air conditioning, security arrangement, in-house wiring etc.
14. **“Broadband Wireless Access (BWA)”** means high speed mobile wireless internet access and the subscribers will be allowed to use their equipment as fixed, nomadic or mobile.
15. **“Commission”** means the Bangladesh Telecommunication Regulatory Commission (BTRC) established under the Bangladesh Telecommunication Regulation Act, 2001.
16. **“Government”** means the Government of the People’s Republic of Bangladesh represented by Ministry of Posts and Telecommunications.
17. **“Licensee”** means Tower Sharing Licensee.
18. **“License”** means an authorization issued by the Commission under Section 36 of the Act, and Regulations issued by the Commission for Tower Sharing.
19. **“LI”** means Lawful Interception;
20. **“PSTN”** means Public Switched Telephone Network licensed by the Commission.
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. **“Rules”** means all or any rules issued from time to time by the Government under the Act;

24. **“Subscriber”** means any person or legal entity that avails the service from the Licensee/operator.
25. **“Telecommunication Service”** means telecommunications services defined under section 2(15) of Bangladesh Telecommunication Regulation Act, 2001.
26. **“Telecommunication System”** means Telecommunications System defined under section 2(13) of Bangladesh Telecommunication Regulation Act, 2001.
27. **“SOF”** means Social Obligation Fund as defined in any Rules/Regulations and Guidelines issued by the Government/ the Commission from time to time;
28. **“In-Building Solutions (IBS)”** commonly built in conjunction with a distributed antenna system (DAS), means a telecommunications solution which is used to extend and distribute the telecom signal of a given mobile telecom operators within a building.
29. **“Distributed Antenna Systems (DAS)”** means a multi band antenna systems which distribute the RF signals, combined through a multi band combiner from different BTS of authorized operators, within a geographic area or structure.

APPENDIX-2

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

LETTER OF TRANSMITTAL

For Tower sharing Licens

SL.	Document	Attached (Tick if document attached)	No. of Pages	Remarks
1.	Letter of Application (in letterhead pad).			
	Name, date and place of incorporation from Registrar of Joint Stock Companies (RJSC).			
	Business Address and Registered Office Address and telephone number, facsimile number, e-mail and website details.			
2.	Application Fees			
3.	Company Information (Certified true copies to be provided by new entrant only)			
	A. Certificate of Incorporation/registration			
	B. Memorandum and Articles of Association			
	C. List of Directors with details of their shareholdings, and relation to other Operators and applicants for a License			
	D. Shareholders with details of equity/ownership			
	E. List of Shareholder Affiliates that are Operators or applicants for a License and description of relation to Applicant			
	F. National Identity Card (for Bangladesh National)/passport (for foreign nationals) and other antecedents of the Directors and authorized representatives of the company			
	G. Trade License			

	H	Tax Identification Number (TIN) with Income Tax clearance certificate (if any)			
	I.	VAT registration certificate			
	J.	Audit Report of the company/ parent company for last 5 (five) years (If any)			
4.		Provide undertaking for the following.			
	A.	That the Company or its Directors have never been declared insolvent by a court of law.			
	B.	That the Directors of the company have never been convicted by a court of law for major offences or unethical/immoral turpitude (other than minor offences)			
	C.	That neither the applicant company nor its group/consortium members are defaulter(s) of the Commission.			
5.		Certificate of ownership interest (If any)			
6.		Resolution of the Board of Directors of the Applicant authorizing the person who submits and signs the Letter of Application.			
7.		Special Power of Attorney granted to the person who submits and signs the Letter of Application			
8.		Brief Description of Telecommunications Qualifications and Experience of the Applicant, its key management personnel and its shareholders			
9.		Capital Cost of service/project and the sources of finance in the form of equity and debt.			
10.		Brief Description of the project in the form of forecast balance sheet and profit loss, account/income statement for the first 5 (five) years of operation.			
11.		Brief description of committed financial resources to meet Capex of the project for the 1 st year in the form of bank statement of the company's account duly signed and stamped by bank manager and letter of intent/MOU signed bank and CFO/Authorized officer of the company for any debt.			

12.	Rollout Plan			
14.	Technical Plan and system configuration			
15.	Any other matter which Applicant(s) consider the disclosure or non-disclosure of which might materially affect the Commission's decision to award the license.			
16.	Applicant's pending legal issues with the court (if any)			
17.	Affidavit as mentioned in Appendix-3			

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:

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

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

Date:

Place:

APPENDIX-3

AFFIDAVIT

The undersigned, _____, of legal age, and residing
(Name of Official/Individual Applicant(s))
at _____ after having been duly sworn deposed states:
(Address)

1. That he/she is the _____
(Official Capacity)
of _____,
(Name of company/corporation/partnership/society/individual (the Applicant(s)))
duly organized under the laws of The People’s Republic of Bangladesh

OR

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

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

a) That all statements made in the Applicant(s)’s application for a License to establish, maintain and operate Tower Sharing License 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 Tower Sharing License from the Bangladesh
(Name)
Telecommunication Regulatory Commission;

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

d) That the Applicant(s) (where the Applicant(s) is an individual) or the owner of the Applicant(s) or any of its directors or partners (where the Applicant(s) is a company, corporation, partnership or society);

(i) he is not an insane person,

(ii) he has not been sentenced by a court under any law, other than the Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;

(iii) he has not been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;

(iv) he has not been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;

(v) he has not been identified or declared by the Bangladesh Bank, by the court or by a bank or financial institution as a loan defaulter of that bank or institution;

(vi) any license of his has not been cancelled by the Commission at any time during the last 5 (five) years.

(vii) No prosecution is going on against the applicant or its owner(s) or any of its director(s) or partner(s) for any violation of the Act or license conditions or any other illegal activities.

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

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

Director/Secretary/Partner/Duly Authorized Representative/Attorney/Individual
as or on behalf of the Applicant(s)

WITNESSES

1. _____ 2. _____

Subscribed and sworn to before me

this _____ day of _____ 20 ____ at _____.

Notary Public

APPENDIX-4

LETTER OF AUTHORIZATION AND DECLARATION

[Letterhead of the Company]

I, _____, Company Secretary of [HERE GIVE FULL NAME AND ADDRESS OF THE APPLICANT ENTITY] (the “Company”), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly convened and held on _____, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect;

RESOLVED THAT the Company be and is hereby authorized to apply for the grant of [here describe the nature of the license being applied for], (“the License”) and to comply with all requirements of its application process and the terms of the License, if any, granted as a consequence;

FURTHER RESOLVED THAT Mr. _____ bearing National ID/Passport No _____ resident of _____ [here give designation of the appointee] be and is hereby appointed as an attorney of the Company (“the Attorney”), to be and to act as our lawful attorney, for us, in our name and on our behalf to exercise any and all of the powers herein contained, that is to say:

1. to sign, execute or authenticate all applications or other documents required to be submitted to Bangladesh Telecommunication Regulatory Commission (herein after the “BTRC” or “Commission”) and to act for and on our behalf in all matters relating to grant of the license for provision of Tower Sharing Services in Bangladesh;
2. to fulfill all the requirements and formalities as may be required to be fulfilled for the grant of the license applied for, on behalf of the Applicant.
3. to attend all hearings before the Commission and to provide all necessary documents and material information or assistance as may be required by the Commission for its satisfaction to issue the license applied for by the Applicant;
4. to sign all applications, correspondence, statements or other documents submitted to the Commission on behalf of the Applicant relating to issuance of the license applied for, by the Applicant;
5. to execute all such documents and undertake all such acts as may be necessary in order to comply with the directions, decisions, decisions and orders of the Commission relating to issuance of license applied for by the Applicant;

6. and generally to do all such acts as may be necessary or incidental for the grant of the license applied for by the Applicant.

Company Secretary/Authorized Personnel of the Entity

APPENDIX-5

[Clause XX of the Guidelines]

EVALUATION PROCESS

The evaluation/short listing criteria are as follows:

1. EVALUATION CRITERIA

No.	Item Description	Total Marks
1.	Experience Description of the applying organization. Experience/ knowledge of the company or its shareholders, directors, employees, partners in the field of building and sharing telecom towers, other tower associated services, Telecommunications services, Management, Finance, Marketing, Industries, Business, etc.	10
2.	Global footprint of Foreign Shareholders <ul style="list-style-type: none">• List of countries where operating tower sharing business• Country wise number of towers built and own globally• Country wise number of towers shared with the telecom operators• Existing global client details• Tenancy pattern• Technology used globally for efficient tower sharing• Description of tower associated business and other business• Yearly turnover for last 3 years	15
3.	Project Management and Implementation Plan <ul style="list-style-type: none">• Implementation and management plan (detail of all aspects should be covered)• Implementation schedule (Gantt chart)• Contingency and backup plan description for timely project implementation	10
4.	Organogram and Management of the Entity <ul style="list-style-type: none">• Organization chart• Brief responsibility (job description) of personnel and work groups as per the organization chart• Provide details of key Personnel for following fields<ul style="list-style-type: none">• Management & Administration• Technical & Operations• Financial• Marketing, Sales & Customer Care	5
5.	Technical & System Design <ul style="list-style-type: none">• Design and configuration of all elements in proposed Tower Sharing provisioning services• Technical plan for improvement of tower tenancy.• Plan on tower consolidation.• Implementation of green technology and solutions.• Improvement of security systems.	20

	<ul style="list-style-type: none"> • Technical plan on tower monitoring system. • Operation Support • System and Services Availability • Quality of Service Plan 	
6.	Rollout <ul style="list-style-type: none"> • Year wise plan to fulfil the rollout obligation • Plan on expedite the roll back of the tower sharing operation of the telecom operators 	10
7.	Financial <ul style="list-style-type: none"> • Details of financial analysis as per technical, operations and marketing plan. This shall include total project cost and 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 and marketing, Profit and Loss calculation, IRR, PBP, DSCR calculation, etc. • Total proposed investment for the project, ratio of own financing and other sources • Supporting documentation regarding source of fund mobilization (bank comfort letter, equity source, other financial source detail) 	15
8.	Risk Management Plan <ul style="list-style-type: none"> • Risk identification • Risk response strategy & Plan 	5
9.	CSR, Innovations and Capacity Building <ul style="list-style-type: none"> • Description the business strategy of the organization. How the proposed strategy including innovative ideas will contribute to Bangladesh's Telecom sector and subscribers. • Description how the applicant proposes to undertake social commitments and participate in nation building. • Description how the applicant enhance the way of capacity building in multi stakeholders platform. 	10
Total Marks		100

APPENDIX-6

[Generic Form of TOWER SHARING LICENSE]



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

TOWER SHARING LICENSE

ISSUED

TO

.....

UNDER

THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001

ON THE

..... DAY OF2015



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB BHABAN, RAMNA, DHAKA-1000

TOWER SHARING LICENSE

LICENSE NO:		DATE :			
--------------------	--	---------------	--	--	--

In Exercise of the Powers under section 36 of the

Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001)

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

is pleased to issue this license in favour of

.....

represented by its CHAIRMAN/MD/CEO having registered office at

.....

as a

TOWER SHARING OPERATOR

in Bangladesh

whereby it is authorized

to build, maintain and operate the Telecom Towers and to provide Tower Sharing 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

No. BTRC/LL/.....

Date: - -2015

TOWER SHARING LICENSE

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

Whereas in pursuance of the “Regulatory and Licensing Guidelines for Tower Sharing Services in Bangladesh, 2015” (No. BTRC/LL/-----, Date: __-__-2015) Bangladesh Telecommunication Regulatory Commission (“BTRC” or “Commission”) requires to issue the license for building, operating and maintaining Telecom Towers in Bangladesh.

And whereas by application dated, the Chairman/CEO/MD/CTO has prayed for a License to Tower Sharing Services in Bangladesh.

Now, therefore, the Commission does hereby issue -

LICENSE

To

.....represented by its Chairman/CEO/MD/CTO having its registered office at

.....
the Licensee to build, operate and maintain Telecom Towers throughout Bangladesh and provide Tower Sharing Services to telecom operators, subject to the terms and conditions laid down hereinafter.

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

DRAFT REGULATORY AND LICENSING GUIDELINES FOR TOWER SHARING LICENSE

1. INTRODUCTION

The Government has authorized the Bangladesh Telecommunication Regulatory Commission (Commission) is empowered under section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) (the Act) to issue License for the operation and provision of telecommunication services, and to determine the eligibility criteria and other general terms and conditions of License.

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 Tower Sharing.

1.03 These Guidelines, along with the terms and conditions of the License, shall 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 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 Tower sharing is an approach to ensuring optimum utilization of telecommunication resources, land, infrastructure and power; to reduce environmental hazards; to reduce the CAPEX and OPEX; to achieve higher economies of scale; to promote healthy competition by reducing the entry-cost for new entrants; and to reduce the wastage of land route to develop telecommunication network and infrastructure.

1.05 Tower sharing includes requirement to lease out/rent out/swapping Tower on a non-discriminatory basis to other service providers. These guidelines are to be read along with the Act and any other relevant Laws, Rules, Regulations and in conjunction with the respective operator's license conditions.

1.06 The Guidelines may be withdrawn, revised, updated or amended from time to time taking into consideration various factors including but not limited to any threat to public health, national security and of Court orders.

1.07 This guideline is approved by the government and shall come into effect from the date of its issuance by Bangladesh Telecommunication Regulatory Commission (BTRC).

2. INTERPRETATIONS AND DEFINITIONS

The interpretations and definitions of the terms used in these guidelines are annexed herewith as Appendix 1.

3.OBJECTIVES

The objectives of these guidelines are as follows:

3.01 These Guidelines are intended to provide an overview of the licensing and regulatory framework for Applicant(s) seeking to obtain License under these guidelines to develop, build, acquire, rent, lease, operate and maintain Tower for providing telecommunications services in Bangladesh. No person or business entity shall be allowed to develop, build, operate and maintain Towers without a valid License issued by the Commission.

3.02 To maximize the use of network facilities including but not limited to base station sites, towers, in-house wiring, local-loops etc. to enhance sharing and reduce duplication of investment for network facilities. In this context “Tower Sharing” means the joint use of telecommunication Tower and facilities by two or more operators.

3.03 To promote the availability of wide range of cost effective and competitive telecommunication networks throughout Bangladesh by ensuring optimum utilization of telecommunication resources.

3.04 To minimize the environmental effect, to ensure minimum occupation of land space, reduce power consumption and maximizing the utilization of existing Tower and installations.

3.05 To ensure optimum utilization of the operators’ capital expenditure on supporting tower and telecommunication resources, therefore facilitating the whole sector.

3.06 To alleviate pressure of network rollout and cost management from operators, allowing them to focus on customer service in a highly competitive and customer-centric industry.

4. INITIAL PUBLIC OFFERING

The Licensee shall float Initial Public Offer (IPO) as per the policy/guidelines/directions/rules of the Security Exchange Commission (SEC) of Bangladesh and in accordance with other prevailing laws of Bangladesh within 5(five) years from the date of awarding the Licenses. The licensee shall not be allowed to transfer any share before issuance of IPO without prior written permission from the Commission.

5. DURATION OF THE LICENSE

The duration of the Licenses, shall initially be for a term of 15 (fifteen) years. Upon expiry of the initial term, the License may be renewed for subsequent terms, each of 5 (five) years in duration,

subject to the approval from the Government, payment of necessary fees and charges, and to such terms and conditions, as may be specified herein and/or by the Government at the time of each renewal.

6. NETWORK DESIGN AND PUBLIC WORKS

6.01 The Licensee(s) is authorized to develop, build, acquire, rent, lease, operate and maintain Tower for providing telecommunication services to the Licensed Telecommunication Operators and to other entities authorized by the Commission.

6.02 Tower Sharing Licensee shall not be permitted to build optical/wired backbone transmission network.

6.04 Tower Sharing Licensees shall not provide any telecommunication services directly to the end users.

6.05 The Applicant(s) shall mention its proposed technology, network topology and the plan for roll out in case of Tower Sharing amongst Licensed Telecommunication Operators and to other authorized users. The Licensee shall not connect to the system(s) any equipment or system that does not comply with the standard telecommunication equipment/system.

6.06 Prior to any installation or maintenance work on the systems, the licensee(s) shall obtain all necessary permissions from the relevant authorities or Governmental departments for works on land owned or controlled by any Government or local authority or statutory body and from the relevant owner or occupier for works on any private land.

6.07 The Licensee(s) shall undertake and complete all installation and maintenance work diligently observing the need for public safety in compliance with local laws and regulations.

6.08 If third party owned property is affected as a result of the installation and/or maintenance work, the Licensee(s) shall seek the applicable third party's consent prior to displacing or hindering with telecommunication lines, gas or water pipes, drains or sewers, or tubes, casings, ducts, wires or cables or other third party property or equipment.

6.09The Licensee(s) shall be solely liable for any losses, damages, claims, costs or expenses caused, arising from or in connection with any installation and/or maintenance work in public and private areas.

6.11The Licensee shall take effective measures to arrange the necessary towers for providing telecommunication services to the licensed Telecommunication Operators and to other entities authorised by the Commission according to their Radio Network Planning.

6.11 The Licensee shall also take the measures to meet the environmental & health concerns and implement other regulatory instructions regarding this time to time.

7. SCOPE OF THE LICENCE

7.01 The licensee(s) shall develop, build, acquire, own, rent, lease, operate and maintain the Towers anywhere through the Nation under these Licensing Guidelines.

7.02 The license(s) will Lease out / Rent out the Licensees' Towers including its associate services to the Licensed Telecommunication Operators and other authorized users for a specified Lease Term / Rental Term not exceeding the Tower Sharing license duration.

7.03 The licensee and the operators shall come across with a Service Level Agreement (SLA) for Tower Sharing. The licensee shall submit the draft SLA to the Commission for necessary vetting.

7.04 The licensee(s) shall obtain permission from the Commission before building any Tower. The Licensee(s) will entitle the Lessee for sharing or sub-leasing of any of its leased systems or any apparatus or facility to others without any discrimination. The Licensee(s) shall file all concluded lease agreements with the Commission.

7.05 The Licensee(s) shall have an obligation to connect the Tower to the systems of any other Licensed Telecommunication Operators by the Commission and ensure compatibility.

7.06 The Licensee(s) shall comply with all the requirements and approval of tariff by the Commission.

7.07 The Commission may issue separate directives regarding sharing of electronic/ active elements of towers.

8. SHARING OF FACILITIES

8.1 The Licensee(s) shall comply with the directions of the Commission on network and facility sharing. All the licensed operators shall share the Towers as per Tower Sharing Guidelines issued by the Commission. The pricing for sharing tower shall be as per the tariff approved by the Commission.

8.2 Where it deems necessary, the Commission may direct the Licensee to share facilities and/or Tower with other Licensee(s) and the Licensee shall cooperate and work with other Licensed Telecommunication Operators and other authorised users to submit plan for sharing of facilities/infrastructure to the Commission.

9.CONNECTION AND INTEROPERABILITY

9.1 The total system established by the licensees must be interoperable with the existing standard telecommunication technologies, equipment and system(s) being used in Bangladesh by other operators.

9.2 Licensee(s) shall insert clauses in the Lease agreement so that they can provide tower sharing facilities or access of required capacity to Licensed Telecommunication Operators and other authorised users without any discrimination.

9.3 The Licensee shall-

a) comply with all technical standards set by the Commission to be interoperable with the existing and future telecommunication technologies and equipment to ensure services as mention in these guidelines; and

b) comply with all other access and connection obligations as stipulated by the Commission or as issued by the Commission from time to time.

10.ROLL OUT OBLIGATION

10.01 The Licensee shall start its operation within 06 (six) months from the date of issuance of the license. Rollout obligation period shall be counted from 180 days after the issuance of license. The other conditions of the guidelines shall remain same. The roll out obligation of Tower Sharing Service is appended below:

(a) The licensee(s), within 1st year of roll out, shall have to provide Tower Sharing Service covering up to all Divisions Headquarters.

(b) The licensee(s), within 2nd year of roll out, shall have to provide Tower Sharing connectivity covering up to all Districts Headquarters.

(c) The licensee(s), within 3rd year of roll out, shall have to provide Tower Service connectivity covering up to 30% of all Upazilas.

(c) The licensee(s), within 4th year of roll out, shall have to provide Tower Service connectivity covering up to 60% of all Upazilas.

(c) The licensee(s), within 5th year of roll out, shall have to provide Tower Service connectivity covering up to all Upazilas.

10.02 The Licensee shall newly build at least 10% of its required Towers to provide telecommunication services.

10.03 The Tower Sharing Licensee is entitled to purchase/ lease/ rent necessary number of towers proportionately from the existing Telecommunication operators who own towers in those administrative areas (Division, District and Upazila) as mentioned in clause- 10.01.

11. OBLIGATION FOR OTHER OPERATORS

11.01 The Existing Licensed Telecom Operators, other than Tower Sharing Licensee, who has already shared, leased and rented Towers will gradually roll back these tower sharing/ leasing/ renting services as the same as rolled out by the Tower Sharing Licensee. The rolling back timeline is as follows:

(a) After starting the roll out obligation period of the Tower Sharing Licensee, other Licensed Telecommunication Operator shall roll back the above mentioned tower sharing/ leasing/ renting services by 1st year from the Divisions Headquarters.

(b) After starting the roll out obligation period of the Tower Sharing Licensee, other Licensed Telecommunication Operator shall roll back the above mentioned tower sharing/ leasing/ renting services by 2nd year from the Districts Headquarters.

(c) After starting the roll out obligation period of the Tower Sharing Licensee, other Licensed Telecommunication Operator shall roll back the above mentioned tower sharing/ leasing/ renting services by 3rd year from 30% from all Upazilas.

(d) After starting the roll out obligation period of the Tower Sharing Licensee, other Licensed Telecommunication Operator shall roll back the above mentioned tower sharing/ leasing/ renting services by 4th year from 60% from all Upazilas.

(e) After starting the roll out obligation period of the Tower Sharing Licensee, other Licensed Telecommunication Operator shall roll back the above mentioned tower sharing/ leasing/ renting services by 5th year from all Upazilas.

11.02 Subject to the provisions of the guidelines, existing telecom operators other than the Tower Sharing Licensee shall not be permitted to build/ rebuild/ share/ lease/ rent their towers with other operators (except Tower Sharing Licensees) if such towers of Tower Sharing Licensees are already available there.

11.03 The Tower Sharing Licensee, if fails to provide tower sharing facility under it's license, shall assure within 30 (thirty) days about making the facility reasonably available within 90 (ninety) days from the date of request made by the concerned telecom operator.

11.04 On failure of the Tower Sharing Licensee to make the facility available as mentioned above, the concerned telecom operator may, upon prior approval from the Commission, build, maintain and operate towers exclusively for their own use.

11.05 The existing telecom operators may sell/ lease/ rent their towers to Tower Sharing Licensees. In such case, the Tower Sharing Licensees will be entitled to purchase/take lease/ take rent of the towers from the existing telecom operators and shall submit the copy of such agreement to the Commission accordingly.

12. FEES AND CHARGES

12.1 Applicants/Licensees will be required to pay various fees, contribution and charges to the Commission. The following table summarizes the fee structure. The fees are excluding of fees, charges and taxes imposed by any other competent authority of the Government.

Annual License Fee	5 Crore
Gross Revenue Sharing	0% for the 1 st year 5.5% from 2 nd year
Performance Bank Guarantee	BDT 20 (twenty) crore
Social Obligation Fund Subscription	1%

12.02 The Licensee(s) shall pay all the required fees within the stipulated time frame given hereafter. All fees, charges etc. paid by the Licensee(s) 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 mentioned in the Bangladesh Bank Order 1972.

12.03 **Annual License Fee and Gross Revenue Sharing.** From the 2nd year of issuance License(s), the Licensee(s), shall pay License Fee, Gross Revenue sharing as mentioned below:

(a) **Annual License Fee.** The Tower Sharing licensee shall pay 5 crore as Annual License Fee in advance on each anniversary of the date of issuance of the License.

(b) **Gross Revenue Sharing.** No Revenue (0%) shall be shared for the first year. A sum equivalent to 5.5% of the annual audited gross revenue of the Licensee(s) from 2nd year, which shall be paid on a quarterly basis within the first 10 days at the end of each quarter. The total amount shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 days of the financial year-end of the Licensee(s). In the event of any overpayment by the Licensee(s), the Licensee(s) may set off any excess amount against quarterly payments in the next year. The percentage of revenue to be shared may be changed from time to time by the Commission and the licensee(s) shall abide by it.

12.04 The annual license fee and the amount of revenue to be shared has to be paid within due time. The amount due may be paid till 60 (sixty) days after the due date by paying late fee at the rate of 15% per annum as compensation to the Commission. If the amount is not paid within the 60 days as stipulated, 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.

13. PERFORMANCE BANK GUARANTEE

13.1 The licensee(s) shall submit Bank Guarantee with a minimum validity of 05 (five) years according to the provisions mentioned in the Fees and Charges table in favour of Bangladesh

Telecommunication Regulatory Commission within 30 (Thirty) days from the date of issue of the license.

13.2 As security for the performance of Licensees' obligation, the Licensee(s) shall deliver to the Commission an unconditional bank guarantee with a validity of 05 (five) years from the date on which the License shall come into force, in a prescribed form issued by a scheduled bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. 127 of 1972)]

13.03 The bank guarantee will be encashed as per the provisions as stated in clause- 16.

14. TARIFFS AND PRICING

14.01 The Licensee(s) shall, before providing any Tower Sharing Services in the form of sharing/leasing /rent out, submit for the prior approval to the Commission in writing:

(a) tariff chart/schedule containing the maximum charges that it proposes to charge for the Tower Sharing services, and its justification for the charges.

(b) the description of the Tower Sharing services, the terms and conditions and all other relevant information which it proposes to publish to its customers. The information to be published must be in a form that is readily available, current and easy to understand.

(c) Customer's application forms for Tower Sharing services.

(d) The Licensee(s) shall not start providing any services before obtaining the approval of the Commission for its tariff and shall comply with conditions as may be imposed by the Commission.

(e) The Licensee(s) shall obtain the written approval of the Commission before making any changes to the approved tariff charges.

14.02 For subsequent sharing/leasing of Tower, the Clause 8.01 is also applicable to the ANS Operators, Licensed Telecommunication Operators and other authorised users.

15. ACCOUNTS

15.01 The Licensee(s) shall maintain separate accounting for the Lease asset and other records, in accordance with acceptable accounting practices. The Commission reserves the right to issue accounting guidelines to the Licensee(s) from time to time.

15.02 The Licensee(s) shall comply with all directions issued by the Commission with regard to accounting separation and the proper allocation of costs.

15.03 The Licensee(s) shall submit certified copies of its financial records with respect to the Lease assets and 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.

15.04 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.

15.05 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 day of the following Gregorian calendar month.

15.06 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the licensees' business related to the lease Assets for the purpose of enabling Commission to perform its functions under the Act and provisions in the license.

16. REDUCTION OF PERFORMANCE BANK GUARANTEE (PBG) AMOUNT

16.1 After completion of the rollout target of each year within the stipulated time to the satisfaction of the Commission as per all the necessary Requirements, the amount indicated below from the Performance Bank Guarantee shall be released in favour of the Licensee upon receiving their application. If the rollout obligation targets are not met, the Commission shall call on the Guarantee for the amount indicated below for deduction in favour of the Commission.

Year	% Reduction in PBG Amount upon fulfillment of rollout target	% Deduction from PBG in case of not fulfillment of rollout target
1 st	10%	10%
2 nd	10%	10%
3 rd	10%	10%
4 th	10%	10%
5 th	10%	10%

16.2 Remaining 50% of the Bank Guarantee shall be kept as security deposit for any kind of outstanding. The Commission reserves the right to encash the Bank Guarantee to any extent up to the guarantee amount in total to realize the outstanding dues of the licensee.

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

16.4 In addition to the provisions of Clause- 16.1, if the Licensee fails to start their operation within 180 days from the date of issuance of the license, the Commission may cancel their license. On such case, the Commission may issue License from the next eligible offerer according to the chronology.

17. INFORMATION, INSPECTION AND REPORTING

17.01 The Licensee(s) 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 Licensees' business, for the purpose of enabling the Commission to perform its functions under the Act and provisions of these Licensing Guidelines.

17.03 The Commission or its authorized representatives shall have free access to the installations and equipment 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.

17.04 Licensee(s) shall furnish to the Commission on quarterly basis the information on the type and capacity of its installations, the number and detail of the clients, pending demand, quality of service (QoS) reports. In addition, the Licensee shall also be required to furnish any information on systems and services any time if asked by the Commission.

17.05 The Licensee(s) 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 regard its contents, which will be obligatory on the Licensee(s) to follow. In addition, the Licensee shall submit to the Commission 5 (five) copies of the audited financial statement of the company that will contain its balance sheet, profit and loss account, cash flow statements, plant capacity of Nodal Points, number of subscribers connected or waiting for connection etc.

18. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

18.01 This License and any right accrued hereunder shall not without prior approval from the Government be transferred, wholly or partly, and as such transfer, if any shall be void.

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

18.03 The Licensee(s) shall not subcontract out any part of the System without prior written permission of the Commission. The Licensee(s) may appoint agents or independent contractors or subcontractors to carry out works or provide services which enable the Licensee(s) to discharge its duties and obligations under the License, provided that the Licensee(s) shall be liable for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing Tower Sharing services.

19. SUSPENSION, CANCELLATION AND FINES

- 19.1 The Commission with prior approval of the Government may, in any of the events specified in Section 46 and 63 of the Act, suspend or cancel the License issued under this guideline and/or impose fine as mentioned in Section 46(3) of the Act.
- 29.2 The Commission may also pass an order of injunction under Section 64 of the Act for preventing the violation of any provision/condition of the Act, or the license or permit or a direction or directive passed by the Commission.
- 29.3 The Commission with prior approval of the Government may cancel the License and the Licensee shall be liable for action as per the Act, on any cause including but not limited to the following grounds –
- (i) that any information furnished in the Application form for obtaining the License is found incorrect/false which is mala fide;
 - (ii) that the licensee has obtained the license hiding the information as mentioned in the guidelines and the Act and the reason for failure to providing the information is unacceptable;
 - (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the Tower Sharing License within the time period mentioned in the final notice unless the matter is pending for any judicial adjudication;
 - (iv) that the licensee has transferred any share or has introduced any partnership issued new shares without prior written permission of the Commission which is approved by the Government,
 - (v) that the licensee has disclosed or is involved with any disclosure of any information to anybody/performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony,
 - (vi) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee and the licensee has failed to comply with the instructions of the competent authority,
 - (vii) that the licensee hides any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its clients and/or the Commission as per service obligations; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities;
 - (viii) that the Licensee has violated or purports to violate any terms and/or conditions under this Guideline/ Regulations/Directives/Instructions/ Orders/ Circulars/ Decisions etc. of the Commission;

20. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

20.1 In the event of suspension of the License under provisions 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.

20.2 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 or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.

21. CHANGES IN MANAGEMENT STRUCTURE

21.01 The Licensee(s) 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.

21.02 The Licensee(s) shall neither transfer any share nor issue new shares without prior written permission of the Commission.

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

22. ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION AND DISCRIMINATION

22.01 **Anti-Competitive Conduct:** The Licensee(s) shall not engage in anti-competitive conduct which in the view of the Commission inhibits or impedes fair competition including exploiting a position of dominance such as to unreasonably restrict competition.

22.02 **Unfair Competition:** The Licensee(s), on his own or through a third party, shall not engage in any practice which unfairly restricts or is likely to restrict existing competition in the national telecommunications industry or which deters or restricts or is likely to deter or restrict new Licensee(s) into the national telecommunications industry including, but not limited to, engaging in the following practices:

(a) asserting false or misleading claims on the availability, price or quality of its services or systems or the services or systems of any other Licensee(s) or competitor(s);

(b) degrading the availability or quality of a Licensee(s) or competitor's services or systems or unfairly raising their business, operational or technical costs;

(c) unlawfully interfering with the suppliers or subscribers of the Licensee(s) or its competitor(s);
or

(d) providing false or misleading information to other Licensee(s) or competitor(s) or to any third party.

22.03 **Discrimination:** The Licensee(s) shall not discriminate or create any inconvenience to any person, group or class of persons, nor shall it give any unfair or unreasonable preference to itself or any other person in, amongst other things, the performance, price, terms and conditions of the services provided.

23. LAWFUL INTERCEPTION (LI) AND MONITORING COMPLIANCE

23.01 LI compliance will be decided in consultation with National Monitoring Committee (NMC) and the Commission, and the same will be communicated to the Licensees.

23.02 License shall provide an appropriate network management system with relevant software including software license(s) and hardware to the NMC and to the Commission for monitoring the system if necessary.

24. NATIONAL EMERGENCIES

24.01 Licensee(s) shall facilitate and cooperate with telecom operators, all relevant government bodies, departments and official agencies for the continuity of services through the Tower in the event of National emergencies or where issues of National security arise.

24.02 In the event of any war or war situation, internal National disorder (including strikes), urgent state affairs or situations demanding National security, the Government may use equipment and the systems used by the Licensee(s) for telecommunication purpose.

24.03 In case of National emergency, declared by the President, the Government may suspend any particular activity of the Licensee(s), to the extent that it does not materially hamper the business of the Licensee(s).

25. DISPUTE RESOLUTION

In the event of any differences or disputes with other telecommunication operators and failure to resolve the differences or disputes among themselves, the Licensee(s) may refer the matter to the Commission for resolution of the same. The Commission may decide as it consider appropriate to resolve the dispute and the same shall be binding on the concerned parties.

26. AMENDMENTS

The Commission has the right to change, amend, vary or revoke the terms in the license, which has relevance to exercising powers of the Commission provided in the Act, upon notice to the

licensee(s), informing the reasons for the proposed change and the time, which shall not be less than thirty (30) days, to reply to the notice. If no reply is received within the stipulated time, the amendments shall take effect on the next day of the stipulated time. If a reply is received, the Commission shall consider the reply and notify the licensee(s) within thirty (30) days of the reply of its decision to either (a) rescind the amendments or (b) modify the amendments or proceed with the proposed amendments, in which case the amendments shall take effect on the 15th day after the date of the Commission's second notice. The licensee(s) shall comply with all new terms and conditions imposed by the Commission.

27. MISCELLANEOUS

- 27.1 Any dispute, controversy or claim arising out of, or in connection with, this Proposals/Offer, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be final and binding.
- 27.2 The Evaluation process, the accompanying documents, and all correspondence relating to the Evaluation process announced in this guideline shall be submitted in English language.
- 27.3 The Commission, at all times, shall reserve the right to change, alter, modify, amend, supplement or replace any or all of the Evaluation process before the Evaluation Date and such change, alternation, modification, amendment, supplemental or replacement shall be communicated to the Bidders and become an integral part of the Evaluation process.
- 27.4 No suit, prosecution or any other legal proceedings shall lie against the Commission or any member or employee of the Commission in respect of anything done or intended to be done by the Commission in good faith in connection with this guideline.
- 27.5 If not mentioned in the particular clause, the exchange rate of Dollar and BDT shall be the selling rate of Bangladesh Bank on the day preceding the date of payment.
- 27.6 Unless otherwise stated –
- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
 - (ii) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
 - (iii) any expression in masculine gender shall denote both genders;
 - (iv) any reference in this License to a person shall be deemed to include natural and legal persons;

- (v) all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
- (vi) the term ‘or’ shall include ‘and’ but not vice versa;
- (vii) any reference in this guideline to “writing” or “written” includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
- (viii) references to Clauses, Sub-Clauses, Annexure, Appendix and Schedule of guidelines are to Clauses, Sub-Clauses, Annexure, Appendix and Schedule to this License, respectively.

27.7 This License shall form the integral part of the Tower Sharing License Guidelines and vice-versa.

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

Signed on this.....day of.....20.....
For and on behalf of the
Bangladesh Telecommunication Regulatory Commission

Director (Licensing)
Legal and Licensing Division
Bangladesh Telecommunication Regulatory Commission

APPENDIX-1

DEFINITIONS

Unless the context otherwise requires, the different terms and expressions used in these guidelines shall have the following meaning assigned to them. The headings are given for the sake of convenience only and do not carry any special meaning. Definitions and interpretations not listed here shall bear the same meaning as contained in the Act and the International Long Distance Telecommunication Services Policy-2007.

1. “**Act**” means the Bangladesh Telecommunications Act 2001.
2. “**Access Network Service Operators (ANS Operators)**” means the PSTN, Cellular, Cable Service Provider, BWA Operators, ISPs and others who provide telecommunication services directly to the end users.
3. “**Application Form**” means a form prescribed for applying for the license for the operation of Tower Sharing services.
4. “**Connection**” means the visible or invisible or logical linking of telecommunication network.
5. “**Infrastructure**” means all telecommunication related equipment (Hardware and Software) including Tower associated equipment.
6. “**Lease**” means providing authority to others for using telecommunication transmission facilities for telecommunication purpose in consideration for a rental.
7. “**Lease Term**” means the period for which the Lease is valid.
8. “**Lessee**” means any person or legal entity that receives the award of the lease.
9. “**Systems or Lease Asset**” means the telecommunications system already built/ acquired and to be built by the Licensee throughout the country.
10. “**Tower**” means all types of towers including but not limited to: a monopole, tripole, lattice tower, guyed tower, self support tower, pole; mast; or other structure, which are used to support one or more *telecommunication antennae* for the purpose of radio telecommunications and which may be located at ground level or on the roof of a building and may include an equipment shelter containing electronic equipment and which is not staffed on a permanent basis and only requires periodic maintenance.
11. “**Active Infrastructure**” means electronic infrastructure & facility of a telecom tower which includes Base Transceiver Station (BTS) / Node B, spectrum, antenna, feeder cable, Radio Access Network (RAN), microwave radio equipment, Base Station Controller (BSC) / Radio Network Controller (RNC), etc.

12. **“Passive Infrastructure”** means non-electronic infrastructure and facility which includes sharing of physical site, building, shelter, electric power supply and battery backup, grounding / earthing, air conditioning, security arrangement, pole, duct, trench, right of way, in-house wiring, sub-loop (Wire/Cable) and local-loop (Wire/Cable) etc.
13. **“Associate Services”** means services/ facilities related to telecom tower including In Building Systems (IBS), Common Antenna Systems (CAS) and Distributed Antenna Systems (DAS) as well as small cells (not limited to femtocell, picocell, metrocell or microcell), which includes either individually or in combination, physical site, building, associated equipment shelters, combiners, couplers, splitters, attenuators, coaxial cables, connectors, electric power supply and battery backup, control equipment grounding / earthing, air conditioning, security arrangement, in-house wiring etc.
14. **“Broadband Wireless Access (BWA)”** means high speed mobile wireless internet access and the subscribers will be allowed to use their equipment as fixed, nomadic or mobile.
15. **“Commission”** means the Bangladesh Telecommunication Regulatory Commission (BTRC) established under the Bangladesh Telecommunication Regulation Act, 2001.
16. **“Government”** means the Government of the People’s Republic of Bangladesh represented by Ministry of Posts and Telecommunications.
17. **“Licensee”** means Tower Sharing Licensee.
18. **“License”** means an authorization issued by the Commission under Section 36 of the Act, and Regulations issued by the Commission for Tower Sharing.
19. **“LI”** means Lawful Interception;
20. **“PSTN”** means Public Switched Telephone Network licensed by the Commission.
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. **“Rules”** means all or any rules issued from time to time by the Government under the Act;
24. **“Subscriber”** means any person or legal entity that avails the service from the Licensee/operator.
25. **“Telecommunication Service”** means telecommunications services defined under section 2(15) of Bangladesh Telecommunication Regulation Act, 2001.

26. **“Telecommunication System”** means Telecommunications System defined under section 2(13) of Bangladesh Telecommunication Regulation Act, 2001.
27. **“SOF”** means Social Obligation Fund as defined in any Rules/Regulations and Guidelines issued by the Government/ the Commission from time to time;
28. **“In-Building Solutions (IBS)”** commonly built in conjunction with a distributed antenna system (DAS), means a telecommunications solution which is used to extend and distribute the telecom signal of a given mobile telecom operators within a building.
29. **“Distributed Antenna Systems (DAS)”** means a multi band antenna systems which distribute the RF signals, combined through a multi band combiner from different BTS of authorized operators, within a geographic area or structure.

SCHEDULE-2

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]

Subject: Bank Guarantee No.:dated:..... for BDT 20 (twenty) crore only in favour of “The Bangladesh Telecommunication Regulatory Commission” as Performance Bank Guarantee.

Dear Sir,

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

This Guarantee will serve as performance bank guarantee for fulfillment of Licensee’s rollout obligations under the terms and conditions of the License.

The Commission may encash the Performance Bank Guarantee to any extent to realize the outstanding dues as well. When the full performance bank guarantee will be encashed by the Commission for failure of commencement, the Commission will 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 stipulated in Form-1 and annexed hereto and in accordance with the following terms and conditions:

- (a) Payment shall be made by the Bank within the 2 (two) days 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 authorized 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 BDT by crossed cheque in favour of **The Bangladesh Telecommunication Regulatory Commission.**

This Guarantee shall irrevocable and shall remain in force for the total tenure of Tower Sharing License. The Guarantee will be expired on

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

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

Signed by,

for and on behalf of:

Name of Bank

Witnessed by:

FORM-1

FORM FOR REDUCTION OF GUARANTEED AMOUNT OF THE PERFORMANCE

BANK GUARANTEE

[Letterhead of Licensee]

[Date]

To: The Bangladesh Telecommunication Regulatory Commission
[Address]

Dear Sir,

RE: 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 as per clause No.....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]

FORM-2

WITHDRAWAL REQUEST FORM

[Letterhead of the Commission]

[Date]

To: [Name of Bank]
[Address]

Subject: Request For Payment Of Bank Guarantee Against Security Deposit.

Dear Sir,

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 rollout 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