

National Fixed Wireless Services (NFWS) Licenses Auction: notice of amendments

On November 12, 2006, the TRA published amended versions of:

1. the Invitation to Tender (“ITT”) for a National Fixed Wireless Services License;
2. the draft Individual National Fixed Wireless Telecommunications License; and
3. the draft Frequency License.

The TRA describes below the material changes to these documents. Consequential changes, such as section numbering and section references, have not been described below.

The list of changes below is indicative only and should not be relied upon by interested parties. Parties should only rely upon the ITT as published on the TRA’s website.

Invitation to Tender

Clause	Change
Cover	<i>Change of date.</i>
2.9.5	The TRA requires each person proposed to be a director of the Prospective Licensee Bidder to declare that <u>each person proposed to be a director of the Prospective Licensee</u> he or she is a fit and proper person to be a director in accordance with the applicable law (see Form D in Annex 4). This declaration will be considered to be legally binding, and the provision of misleading or false information or the failure to provide the information requested could lead to disqualification of the relevant Bidder and its Consortium from the Auction, revocation of any License awarded and/or criminal prosecution.
2.10.3	The bank guarantees shall be from a Bank registered with the <u>Central Bank of Bahrain (formerly the Bahrain Monetary Agency)</u> for:...

Clause	Change
2.11.2	<p><i>New section inserted after section 2.11.1:</i></p> <p><u>Bidders must notify the TRA of any material change to the information provided and/or any representation made in the Qualification Documents that occurs prior to the Effective Date, including but not limited to any change to the composition of the board of directors of the Prospective Licensee or any matter which may affect the continuing validity of any declarations under section 2.9.5 of the ITT, by no later than the earlier of three Working Days from the date of the change or one Working Day before the Effective Date.</u></p>
2.11.3(e)(ii)	<p><i>New section inserted after section 2.11.3(e)(i):</i></p> <p><u>to a professional adviser for the purpose of and to the extent necessary to prepare its Bid and subject to such adviser entering into a non-disclosure agreement on terms no less onerous than those in this section 2.11.3;</u></p>
2.15.3	<p>Each Successful Bidder shall cause the formation, if necessary, of its associated Prospective Licensee substantially in accordance with the representations made within its Bid within 24 calendar days of award <u>or any longer period as may be agreed by the TRA in its absolute discretion.</u></p>
Annex 1	<p><i>Definition of “Working Day”:</i></p> <p>A day (other than a Thursday or Friday or Saturday) on which the clearing banks in Manama are open for general business.</p>
Annex 4, Form C	<p><i>Section 2:</i></p> <p>Section 2: Description of principal business activity of the <u>Registering Party Bidder</u></p> <p>Please provide in the box below a summary of the principal business activity and place of business of the Registering Party Bidder.</p>

Clause	Change
Annex 4, p.39	<p><i>Second paragraph of instructions for the attachments to Form C:</i></p> <p>If any <u>either or both</u> of the power of attorney and the signatures of the Authorized Persons are notarized by a notary public acting outside of the Kingdom of Bahrain, <u>Bidders are advised to seek Bahraini legal advice and/or to contact the Bahraini Embassy and/or Ministry of Foreign Affairs of the Kingdom of Bahrain at an early stage to ensure compliance with the legalization process for foreign documents. Bidders should seek advice on the process specific to the country in which they are incorporated.</u></p> <p><u>By way of illustration only</u>, the TRA understands that the general process for legalization of foreign documents is as follows. <u>Each each</u> of these documents must then be legalized by <u>(i) the Ministry of Foreign Affairs (or local equivalent) of the country in which the documents are notarized, (ii) and the Bahraini Embassy situated in the country in which the notary public is acting documents were notarized and (iii) the Ministry of Foreign Affairs in the Kingdom of Bahrain, prior to submission to the TRA with Form C.</u></p>

NFWS License

Clause	Change
Cover	<i>Change of date</i>
2.1	<p><i>Definition of “operator assistance service”:</i></p> <p>“Operator assistance service” means a telecommunications service by means of which a fixed wireless subscriber may, at any time, request assistance to be connected to another person connected to a <u>telecommunications network in the Kingdom of Bahrain</u> which is capable of providing basic voice services;</p>
3.7	<p>The licensee may, with the prior written approval of the Regulator, provide any or all of the licensed services through an affiliate or sub-contract the provision of any or all of the licensed services to another person provided, however, that the licensee shall continue to be fully liable for any obligation arising in relation to the provision of such licensed services. The Regulator may revoke its approval at any time by providing reasonable advance notice to the licensee in writing. <u>The prior written approval of the Regulator shall not be required if such affiliate is and remains wholly-owned by the licensee, provided always that the Regulator shall be notified of such arrangement.</u></p>

Clause	Change
4.5	Without derogating from section 35 of the Telecommunications Law and any right of the Regulator generally, the licensee shall be liable for the payment to the Regulator, on demand, of the following penalties for failure to meet to the following obligations under this license:...
6.1	The licensee shall provide directory information services upon request to its fixed wireless subscribers. The licensee shall update directory information used for its directory information service promptly and shall provide directory information services upon request to any end-user <u>connected</u> to the licensee's national fixed wireless network, and the tariff, if any, charged therefore shall be approved in writing in advance by the Regulator. The obligation to provide directory information services shall not apply in respect of any fixed wireless subscriber who has requested the licensee not to include its subscriber information in any directory information service.
6.2(b)	(b) the licensed operator undertakes that it will not give its fixed wireless subscribers directory information services in respect of any fixed wireless <u>of the licensee's subscribers</u> who has requested the licensee not to provide such information as part of such service;
8.5	8.5 At least two (2) months prior to the commercial launch date, the licensee shall submit to the Regulator for its review a standard agreement containing the terms for the provision of licensed services to fixed wireless subscribers (the "standard subscriber agreement"). The licensee may submit a different standard subscriber agreement for use by similarly situated fixed wireless subscribers of a specific category, provided that all such categories shall be objectively justified and do not result in undue discrimination. The Regulator may raise objections and require the introduction of such modifications as the Regulator deems necessary. If no objections are raised or modifications <u>are</u> required by the Regulator within thirty (30) days of the submission of such form, such form may be used by the licensee.

Clause	Change
10.1/ 10.2	<p>10.1 The licensee shall not intentionally, nor through any negligent act or omission, interrupt or suspend the operation of its national fixed wireless network (or any part thereof) <u>or the provision of any type of licensed service</u> in the normal course of business, nor</p> <p>10.2 The licensee may not it in the normal course of business <u>intentionally interrupt or suspend the operation of its national fixed wireless network (or any part thereof) or the provision of any type of licensed service</u> without having first obtained the approval of the Regulator in writing (including approval of a scheduled service outage plan) and provided reasonable advance notice to persons to be affected by such interruption or suspension.</p>
13.1	<p>Subject to any regulations on interconnection and access and to the provisions of this section 13, the licensee shall, <u>if the licensee is in a dominant position</u>, within six (6) weeks of a request by any other licensed operator, enter into a written agreement with the licensed operator to provide such licensed services as are reasonably requested to enable that licensed operator to provide resale services. Where the licensee and such licensed operator cannot agree the terms of such agreement within such period of time, either party may refer the matter to the Regulator in writing for determination of such terms within thirty (30) days from referral</p>
19.1	<p>The licensee shall comply with relevant regulations and any technical specifications issued by the Regulator as in order to ensure interoperability of the licensed services and its national fixed wireless network with telecommunications services and telecommunications networks provided by other licensed operators to the extent technically feasible.</p>
26.2(e)	<p>automatically if the Licensee <u>licensee</u> is adjudged bankrupt by a competent court or ceases its commercial activity.</p>

Frequency License

Clause	Change
Cover	<i>Change of date</i>
9.1(c)	<p>not enter into <u>anti-competitive</u> exclusive arrangements with third parties for the location of its facilities that are required to provide any of the licensed services;</p>
13.3	<p>This frequency license shall terminate automatically terminate if the Licensee <u>licensee</u> is adjudged bankrupt by a competent court or ceases its commercial activity.</p>

Clause	Change
14.1	14.1 If the licensee is prevented from performing any of its obligations under this license because of force majeure the licensee shall notify the Regulator of the obligations it is prevented from performing as soon as practicable after it becomes aware or reasonable <u>reasonably</u> should become aware of such force majeure.