



Bangladesh Submarine Cable Company Limited

Terms and Conditions for the Provision of IPLC

1.0 Service Description

Under this agreement BSCCL will provide the International Private Leased Circuit (IPLC) connection to the customer in order to establish a dedicated secure digital point-to-point private connection between two locations-one location at Bangladesh and other at overseas country.

2.0 Information with Application

The Customer will be obliged to submit a filled up application along with the following information:

- 2.1 Purpose of IPLC
- 2.2 Complete infrastructure details / Network plan including schematic diagrams with full equipment details

3.0 Bandwidth Allocation

- 3.1 The customer agrees that BSCCL will allocate bandwidth from 64 Kbps to 2 Mbps depending on the requirement and justification of the customer and higher bandwidth up to 45 Mbps will be allocated after scrutiny by BSCCL. The customer will request for up-gradation of the bandwidth of the IPLC to BSCCL with detail reasoning.

4.0 Registration and Installation Charges

Upon approval by the board, BSCCL will issue Demand Note (Invoice) for the IPLC. The Registration and Installation charges will be included in the Demand Note along with advance rental charges as approved by the concerned authority.

5.0 Pricing

- 5.1 For Inland Portion of the circuit, usual DDN rental charges will be added if BSCCL provides local loop, but maximum Tk. 60,000 (USD 857) per annum for 64 Kbps half circuit. For E1/E3/DS3 IPLCs there will be no maximum limit. For price calculation of higher bandwidth, multiplication factor will be applied after adding this charge. Registration & Installation charges for the domestic portion will not be charged. Inland distance will be calculated from the respective BTCL earth station, in case of satellite and from BTCL PoPs at Cox's Bazar or Chittagong (Nandan Kanon) or Dhaka (Moghbar), in case of submarine cable to the Customer's premise.
- 5.2 To use corporate voice-based applications through IPLC,
 - a) Tk. 1,00,000 (USD 1429) will be added to 64 kbps half circuit annual charge and multiplication factor will be applied in case of higher bandwidth (128 Kbps, 192 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps, 1024 Kbps and 1536 Kbps) to calculate total annual rental charges.
 - b) Tk. 10,50,000 (USD 15,000) will be added for each E1 half circuit and multiplication factor will be applied in case of higher bandwidth (E3, DS3 etc. to calculate total annual rental charges.

The voice-based application through IPLC will depend on the following conditions.

- needs prior approval from BSCCL
- Should be application specific.
- Point to point and limited within close user groups.
- Cannot be terminated to any Public Telecommunication Network.

5.3 For restorable capacity, charges will be 1.25 times higher. Restorable capacity will be 25% of the main capacity, which is minimum 64 Kbps.

5.4 When BSCCL pays the other half charge on customer's behalf, BSCCL will add its markup to the other end price. The charges will be collected in advance. This mark up will cover BSCCL overhead expenses and any variation in foreign currency rate.

6.0 Customer's Liability

- Sharing of IPLC bandwidth wholly or partly is not allowed.
 - Reselling of IPLC bandwidth by the individual customer, wholly or partly, is not allowed. However, the licensed Domestic Data Communications Service Providers may resale the IPLC bandwidth with customer end support service to the local customers by following their licenses issued by Bangladesh Telecommunication Regulatory Commission. Termination of IPLC to Public Telecommunication Networks at either the local or distant end is not allowed.
 - The IPLC customer shall be discouraged to create VPN or apply encryption either by software or hardware. However, in VPN the customer is bound to arrange decrypting facility if required by Law Enforcing Agencies.
 - IPLCs may be terminated on Customer's private leased line network. Customer will inform the details of terminations.
 - IPLC must not be used for any illegal, fraudulent, immoral or improper purpose.
 - IPLC must not be used for sending any communication, which is of offensive, abusive, indecent, obscene, defamatory or threatening in nature.
 - IPLC must not be used for any purpose other than that for which the services are provided.
 - The IPLC must not be used for the transmission of voice or data on the public telecommunications system of either BSCCL or any foreign telecommunications provider or to use or allow the services to be used, modified or adapted to transmit voice or data on such a system.
 - Re-filing traffic from one country to another is not permitted.
 - Call centers can transmit voice for its functioning subject to the conditions described in the guidelines for facility provisioning by BSCCL to Call Centers.
 - If, any illegal transmission of voice is detected in IPLC,
- a) Tk 350,000 (USD 5,000) will be added to 64 kbps half circuit annual charge and respective multiplication factor will be applied for higher bandwidth (128 Kbps, 192 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps, 1024 Kbps and 1536 Kbps) to calculate total annual rental charges, which may be made effective from the day of commencement of service.

- b) Also Tk. 35,00,000 (USD 50,000) will be charged for E1 half circuit annual charge and respective multiplication factor will be applied for E3/DS3 to calculate total annual rental charges, which may be made effective from the day of commencement of service. BSCCL may also terminate the IPLC for such illegal activities. If the customer is a licensed operator respective clauses of Telecom Laws will also be applicable.

7.0 Service Commencement

- 7.1 The service commencement date of the IPLC shall be the date which BSCCL/BTCL notifies the customer that the IPLC is ready for use by the customer irrespective of whether the customer connects its equipment or not.
- 7.2 The agreement for the service will be applicable for the initial commitment period mentioned in the application for the IPLC. Once the initial commitment period is expired, the service period will automatically be extended on a month-to-month basis at the same charges and terms and conditions unless terminated by notice.

8.0 Billing

- 8.1 The annual charges of the approved tariff schedule will be applicable for connections having minimum commitment time of 1 (one) year and the charges shall be payable in advance on quarterly basis.
- 8.2 2 quarters' charges should be paid in advance before installation.

9.0 Charges for Cancellation of Service

- 9.1 The customer will not be refunded the registration and installation charges if the order is cancelled in whole or in part prior to the complete installation or service commencement date.

10.0 BSCCL's Right

- 10.1 BSCCL may, time to time, for the interest of Company, add, delete, and modify any other condition(s), as and when necessary.
- 10.2 BSCCL shall have the right to apply monitoring facility over any service extended to IPLC.
- 10.3 BSCCL will have the right of unrestricted access for monitoring & inspection of the premises of the IPLC customer, without prior notice or delay, for obtaining data/current configurations of the equipment installed.
- 10.4 During inspections, any data/ information required by the inspection team will be made available by the IPLC customer.
- 10.5 Authorized Government law enforcing agencies will have the right to intercept the traffic/ data originated/ terminated at the IPLC for the purpose of analysis and security.

11.0 Disconnection and Termination

11.1 Minimum 3 months prior notice is necessary for Discontinuation of the IPLC within Initial Commitment Period.

11.2 If, at any time during the Initial Commitment Period, the customer wishes to reduce the contractual period or serves notice for termination, then

11.2.1 Month-to-month rate will be applicable for the serviced period if the commitment period is one year.

11.2.2 Month-to-month rate will be applicable for the remaining serviced period after counting the whole year if the commitment period is more than two years.

11.3 The customer may terminate the IPLC by giving one month’s notice to BSCCL at any time after the Initial Commitment Period is expired.

12.0 Change of ownership

12.1 Change of Name of the owner due to merger, acquisition and or company name change shall incur charges as per tariff schedule.

13.0 Validity of Agreement

The agreement will be in force at once from the date of the service commencement and will be valid until service is expired/ terminated by either party.

14.0 Undertaking

I/We acknowledge that I/we have read and understood the above terms and conditions and agree to subscribe for BSCCL IPLC service on the above terms and conditions including any amendments of those BSCCL may make from time to time. The terms and conditions shall apply on BSCCL’s acceptance of the application.

I/We confirm that all information provided by me/us in connection with the IPLC application Form are true and correct.

For and on behalf of the

Customer : Signature:

Name :

Designation :

Address :

Seal :