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**Bangladesh Submarine Cable Company Limited**

**(BSCCL)**



**“AGREEMENT FOR LEASE OF BANDWIDTH THROUGH INTERNATIONAL PRIVATE LEASED CIRCUIT (IPLC)”**

“This AGREEMENT FOR LEASE OF BANDWIDTH THROUGH INTERNATIONAL PRIVATE LEASED CIRCUIT (IPLC) is made at Dhaka on this the ………………………

………………Day of …………….201…….”

“Bangladesh Submarine Cable Company Limited (BSCCL), a Company limited by shares duly constituted under the relevant laws of Bangladesh and having its Head Office at 191, Rahmans’ Regnum Center, Gulshan-Tejgoan Link Road, Dhaka-1208 represented by its ...................., Mr.. ... …………… ......................., hereinafter called ‘BSCCL’, (which expression shall be deemed to include its legal representatives, successor-in-interests, administrators and assigns of the ONE PART)”.

And

“ .................................., a Company limited by shares duly constituted under the relevant laws of

Bangladesh and having its Head Office at ......................................, represented by

its………. ....................... , Mr. ............................................................... , (for limited company)

Mr………. .........................................., son of ................................., of ..................................,

proprietor of ....................................., (for individuals), ......................................... , a firm /

Organization duly constituted under the relevant laws of Bangladesh and having its Office at

|  |  |  |
| --- | --- | --- |
| ………………………………………………. | represented by its ........................................ | , |
| Mr................................................. | (for partnership firm or organization), hereinafter  |

‘the CUSTOMER’, (which expression shall, unless excluded by or repugnant to the subject or context, mean and include their legal representatives, successor-in-interests, administrators and assigns of the SECOND PART)’’

and

“upon the application of the CUSTOMER, BSCCL has agreed to lease out bandwidth through IPLC”

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**Terms and Conditions**

1. **Service Description**

BSCCL will provide the International Private Leased Circuit (IPLC) to the Customer in order to establish a private dedicated secure point-to-point connection with the specified Bandwidth between two locations, of which, one location will be in Bangladesh and other in any overseas country as specified in the Connection information document.

1. **Documents Required with this Agreement**

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

* 1. Purpose of the IPLC.
	2. Specification of the Route and Terminal Stations.
	3. Complete infrastructure details/Network plan with schematic diagrams with equipment details.
	4. Photocopy of the IIG/IGW License.
1. **Bandwidth & Connectivity**

Based on Customer’s requirement, BSCCL will allocate bandwidth & connectivity as an IPLC according to a Bandwidth hierarchy such as E1, DS1, DS3, STM-1 to STM-64, etc. subject to Customer’s license/permit conditions obtained from an authority of the Government of Bangladesh (henceforth mentioned as “Govt.”), Regulations/bars imposed by the Govt. (wherever applicable), and viability for BSCCL in building up such circuit. The Customer may request for up-gradation of the bandwidth of the IPLC to BSCCL with detail reasoning.

1. **Validity of Agreement & Service Commencement**
	1. The agreement shall come into force from the date of the commencement of service (normally specified in the first month invoice/bill) and will be valid until service expired/terminated by either party or terminated due to violation of any term or condition of this agreement.
	2. The service commencement date of the IPLC shall be the date about which BSCCL notifies the Customer that the IPLC is ready for use.
	3. 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 expired, the service may be extended/renewed for a period agreeable to both the parties. A letter from the Customer about the extension/renewal is required at least 15 days before expiry of the contractual period.

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1. **Tariffs and Charges**
	1. Standard and currently practiced system of tariffs and charges for one-time/Non-recurring charges, recurring charges/rentals, discounts & benefits, security deposits, conversion rates, payment conditions, etc. will be applicable for the relevant IPLC bandwidth and distance/length slabs as approved by the Govt. or BTRC (Bangladesh Telecommunication Regulatory Commission), from time to time.
	2. Upon the approval/direction of the Government of Bangladesh or BTRC, BSCCL may at any time determine or modify the monthly or yearly bandwidth charges and other rates for the telecommunications services, and the Customer must comply with those rates determined or modified by appropriate Authorities.
	3. Upon submission by the client all required information and documents to BSCCL, and subsequent verification, BSCCL will issue Demand Note (Invoice) for provisioning of the IPLC. The invoiced amount in a Demand note will normally include (but not limited to) the Registration and Installation charges, one month’s rental charge (advance) and the security deposit.
	4. For any client, the charges for his demanded restorable circuits, the charges should be 1.4 times of the normal rentals. Restorable circuits for any client should not exceed 25% of the capacity under clients’ possession.
	5. When BSCCL pays the other half charge on Customer’s behalf, BSCCL will add 10% 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. If the client uses the domestic backhaul of BTCL, standard tariff of BTCL backhaul will be applicable for the backhaul charges.
	7. Standard VATs, Duties/Levies or Taxes of the Govt. will be applicable if such taxes are not inclusive in the rentals.
2. **Monthly Billing & Payment Terms**
	1. The CUSTOMER has to pay two months bills in advance as a security deposit so that if the applicant CUSTOMER is under default for more than two months, BSCCL would preserve the right to terminate the circuit on the third month subject to serve a notice of one week and adjust the security deposit.
	2. Once the IPLC is ready for service, the monthly billing cycle will start and the monthly rental charges for the IPLC will be applicable as per 4.0 above.
	3. The bills against rentals will be issued within 1st week of each month and shall be paid within one week of receipt of such invoices/bills.
	4. If the Customer fails to pay the bills/invoices within due time for any month, daily 0.2% Late Fee will be charged on the unpaid amount with a maximum of 10% of the unpaid amount.

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1. **Charges for Cancellation of Service (before this Agreement is in force)**

The Customer will not be refunded if the order for IPLC is cancelled in whole or in part once the bandwidth has been commissioned for services and the commencement period has been started.

1. **Disconnection, Termination and Expiration of Service**
	1. For Discontinuation of the IPLC by the Customer within the Initial Commitment Period, at least two months’ prior notice shall be required.
	2. After ending of the contractual period Customer shall give 1 (one) month notice for termination of the IPLC should be given. If the termination occurred fractional calendar month , then the CUSTOMER has to pay the full month’s rental.
	3. In the CUSTOMER wishes to extend the contractual period, CUSTOMER has to serve such notice 1 (one) month prior to the ending of the contract. If the extension occurred fractional calendar month , then the CUSTOMER has to pay the full month’s rental.
	4. Clients who are entitled for long term commitment discounts (2-3 years 10% discounts, 3-4 years 12% discounts etc), if reduce their period of service through earlier termination notice, the relevant slab discount will not be then applicable and the client have to adjust the discounted amount of the consumed months.
	5. Termination of IPLC due to Customer’s default will not relieve the Customer of paying all the bills and charges to BSCCL and both the parties must mutually settle all kinds of liabilities and obligations including but not limited to all accounts & finance related matters.
	6. BSCCL shall reserve the right to terminate the IPLC service with 15 (Fifteen) days notice during any emergency without specifying reason.
2. **Change of ownership, name, address, Relocation, Merger, etc.**

Change of ownership, name, address, relocation/merger/acquisition/buy or sellout of business, etc. shall not relieve the original customer or signatory of this Agreement from any of the terms and conditions of this agreement unless all kinds of liabilities are settled with BSCCL. Such changes have to be notified to BSCCL as soon as possible. If BSCCL is merged with any other company/ firm/ organization and the new company’s name prevails, the IPLC terms and condition will continue as agreed, but the rules and regulation of the new company may be applicable after expiry of the original contractual period.

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1. **Customer’s Liabilities**
	1. Unauthorized distribution, sharing and reselling of IPLC bandwidth, wholly or partly, are prohibited.
	2. Termination of IPLC to Public Telecommunication Networks other than the buyers network at either the local or distant end is prohibited.
	3. The IPLC Customer will be discouraged to create VPN or apply encryption either by software or hardware. However, for VPN the Customer has to arrange decrypting facility if required by the Regulatory Body or Law Enforcing Agencies of the Govt.
	4. IPLCs may be terminated on Customer's private leased line network. Customer shall inform the details of terminations.
	5. The Customer shall not use the IPLC for any purpose or business that is illegal, unlawful, fraudulent, immoral, inappropriate, contrary to the national security, or in any other way not approved or permitted by the License/permit of the Customer.
	6. The IPLC must not be used for sending any communication, which is of offensive, abusive, indecent, obscene, defamatory or threatening in nature.
	7. Refilling traffic from one country to another is not permitted.
	8. If, any type of traffic is detected in IPLC which is illegal or not permitted, the matter may be dealt with by BSCCL and forwarded to the Law Enforcing Agency/Authority of the Govt.
	9. Use of the IPLC shall not violate any policy, rule or regulation of the Govt.
2. **BSCCL’s Rights**
	1. BSCCL may, from time to time, for the interest of Government, add, delete, and modify any other term(s) and condition(s), as and when necessary.
	2. BSCCL shall have the right to impose monitoring system over any service extended to the Customer by the IPLC.
	3. BSCCL shall reserve the right to 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.
	4. During inspections, any data/ information required by the inspection team of BSCCL or any Govt. agency shall be made available by the IPLC Customer.
	5. BSCCL and authorized Government agencies will have the right to intercept the traffic and monitor the traffic originated/terminated at the IPLC for the purpose of analysis and security.

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1. **Other Terms and Conditions**
	1. Upon the expiration or in case of breach (if any) of this agreement, the Customer must return to BSCCL all bandwidth services, devices, machineries & accessories supplied by BSCCL in good and running condition (like that of initial connection). In this case, only normal depreciation will be acceptable.
	2. To facilitate the quality of the IPLC service during the tenure of the agreement, BSCCL will provide 24 hours customer service at the NOC, Cox’sbazar. BSCCL will reserve the right to terminate the service when it is ordered by the Bangladesh Government, or required by the BSCCL, by serving 15 (fifteen) days notice.
	3. The Customer shall comply with their License issued by the Govt. and the existing Telecommunication Rules/Regulations/Laws of the Govt., as specified in the Telecommunication Act and ILDTS policy.
	4. The Customer shall be personally responsible for any unauthorized use, illegal use, misuse or abuse of the service. BSCCL reserves the power to disconnect the IPLC service if such allegation is received, or if it is proved. The decisions of BSCCL will be the supreme regarding the matters.
	5. If the IPLC service is interrupted, damaged, out-of-order, disconnected or terminated, or if restoration of such service is delayed due to O&M provisions of the Submarine Cable Consortium, BSCCL will not be liable for any loss, damage, or trouble whatsoever caused to the Customer (Applicable for all non restorable circuits).
	6. The Customer shall take proper care about the use of bandwidth & accessories and shall not damage, tamper, illegally connect, replace, relocate, or transfer, or let anyone do the same. BSCCL shall reserve the right to terminate the service for illegal transfer or use of the connection by the Customer.
	7. The Customer shall not let any individual or organization use its leased bandwidth for sending and receiving of any information except for IP bandwidth procured by IIGs.
	8. If the Customer wishes to replace or relocate the leased bandwidth, or if BSCCL makes any changes to the equipment, methodology or techniques due to engineering pertaining to engineering/ technological issues, the Customer shall

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bear all costs & expenses related to the re-installment/ replacement/ relocation/ modification.

* + - 1. All the BSCCL produced bills, papers and records related to the charges, fees & expenses shall be considered as the documents of proof on the validity of BSCCL claims.
			2. If the Customer intentionally provides false information or hides any information about its purpose of Bandwidth use, past dues with any company, etc. BSCCL may instantaneously terminate the service and take legal steps.
			3. The Customer shall clear the bills and charges claims sent by BSCCL within the deadline specified in clause 6.0 (Monthly Billing & Payment Terms). Legal actions may be taken against the defaulters in case of non-payment beyond the period stipulated in payment terms.
		1. **FORCE MAJEURE :**

Notwithstanding any thing contained in this Agreement, neither party shall liable to other for any failure to perform any delay in the performance of any of its obligations herein, where such failure or delay is caused by Act of God, Any accident or any thing which is beyond control, power failure in the printing press, hartals, strikes, civil commotion, war, road accident and natural calamities. Provided however, that the party who is unable to or is delayed to performing any of its obligations for any reason mentioned in this clause, shall give prompt notice of the same to the other party and shall be required to deliver the cheque books immediate after return to the normality of the situation.

* 1. **NOTICE :**

Any notice, request or other communication required or permitted to be given or made to the Parties in pursuance of this AGREEMENT shall be given in writing. Such notice, request or other communication shall be deemed to have been duly served or made where it is delivered by hand, air mail or overnight courier of sent by registered post, fax or telex to the party to which it is required or permitted to be given or made.

* 1. **AMNEDMENT:**

This agreement may at any time be amended by mutual understanding in writing between the parties hereto.



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1. **DISPUTE RESOLUTION:**

Any dispute or matter of difference and /or disagreement between the Parties concerning the validity, scope, meaning, construction or effect of this AGREEMENT and/or with regard to the rights, liabilities and obligations of the Parties hereto, shall be referred to and be settled and adjudicated upon by arbitration by 1 (one) arbitrator, to be mutually appointed by the parties in accordance with the provision of the Arbitration Act, 2001 and the award and determination of such arbitrator shall be final and binding upon both the parties and their legal heirs, successors-in-interests, administrators, executors, legal representatives and assigns. Any arbitration shall take place in Dhaka and be the sole means of the resolution of disputes arising out this Agreement or breach thereof, unless otherwise agreed by both parties in writing. In resolving the dispute hereunder, the parties agree that this Agreement or will be interpreted in accordance with the substantive Laws of Bangladesh. The resulting arbitral decision shall be final and binding on both Parties. The venue for the Arbitration will be Dhaka.

1. **GOVERNING LAW AND FORUM:**

This AGREEMENT shall be government by and construed in accordance with the laws of Bangladesh shall have exclusive jurisdiction in respect of all claims, suits or other legal proceedings arising in connection with this AGREEMENT.

**Undertaking**

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

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

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

|  |  |
| --- | --- |
| FOR AND ON BEHALF OF | FOR AND ON BEHALF OF |
| Bangladesh Submarine Cable Company Ltd. | ……………..(CUSTOMER) |
| (BSCCL) |  |

Represented by its Represented by its



Mr…………………… Mr~~.~~………………………



Dhaka ……………(CUSTOMER)

Witnesses:

1) 2)

Note:

1. If the official stamps or seals of any organization or designated personnel are not legible, the terms & conditions of this agreement will be applicable to the individual signatories.
2. If as organization’s signatory is not the Chairman or owner or partner or director or CEO, he/she must submit the document of authorization letter obtained from the organization or organization’s Chief Personnel.