



AGREEMENT

BETWEEN

BSCCL

&

BSNL

FOR LEASING OF INTERNATIONAL BANDWIDTH FOR INTERNET

AGREEMENT BETWEEN BSCCL & BSNL FOR LEASING OF INTERNATIONAL BANDWIDTH FOR INTERNET AT AKHAURA (Zero Point)

This deed of agreement ("Agreement") is made on 6th day of June'2015

BETWEEN

Bangladesh Submarine Cable Company Limited (BSCCL), represented by Mr. Md. Monwar Hossain, (Managing Director), a Public Limited Company under Ministry of Posts, Telecommunications and Information Technology (MoPT&IT), Bangladesh, duly constituted under the relevant laws of Bangladesh and having its registered Office at 191, Rahmans' Regnum Center, Tejgaon- Gulshan Link Road, Dhaka 1208, Bangladesh (herein referred to as "BSCCL" which expression shall, unless repugnant to the context, include its successors in business, administrators and permitted assigns) of the FIRST PART;

AND

Bharat Sanchar Nigam Limited, represented by Mr. Anupam Shrivastava, (Chairman & Managing Director), an Indian Public Sector Company wholly owned by Government of India and is an incumbent telecom service provider on Pan India basis and having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi - 110001 (herein referred to as "BSNL" which expression shall, unless repugnant to the context, include its successors in business, administrators and permitted assigns) of the SECOND PART;

Whereas, the FIRST PART and SECOND PART are jointly and individually referred to as "Parties" or "Party" as the context may permit;

Whereas, this Agreement is made between the Parties for leasing of International bandwidth for Internet from Cox's Bazar - Akhaura - Agartala ICP (zero point) which includes the terrestrial transmission and IP transit port. This Agreement shall be valid for three (03) years with review of tariff every year as mutually agreed by both the Parties.

Whereas, Memorandum of Understanding (MOU) dtd 12-05-2014 was signed between BSNL & BSCCL for leasing of International Bandwidth for Internet at Akhaura (Zero Point).

Whereas, this agreement is based on the MOU signed on 12th May 2014 between the BSNL and BSCCL and as deliberated by Government of India and Government of Bangladesh in official meetings.

1.0 DEFINITIONS:

In this Agreement, the following terms shall, unless the context otherwise requires, have the following meanings:

- i) BER (Bit Error Rate) Testing
- ii) ICP (Integrated Check Post)
- iii) Commissioning of bandwidth:

After successful completion of end to end testing of bandwidth (IP Transit) which would require seven (07) days (reference clause 3.4), the following day

will be considered as the date of commissioning of bandwidth and shall have reference to subsequent billing and determining the contract period.

- iv) International bandwidth for Internet
- v) International Gateway
- vi) IP (Internet Protocol)
- vii) MRTG (Multi Router Traffic Grapher)
- viii) NIB (National Internet Backbone)
- ix) OFC (Optical Fiber Cable)
- x) RTD (Round Trip Delay)

2.0 GENERAL:

2.1 BSCCL shall provide symmetrical committed International bandwidth for Internet at Agartala ICP (zero point) through Cox's Bazar - Akhaura terrestrial optical fiber link, on the specific terms and conditions and monetary considerations mentioned hereafter.

2.2 The leasing of bandwidth shall come into effect from the date of 'commissioning' of the International bandwidth for Internet. The definition of 'commissioning of bandwidth' will be applicable as stated in Clause 1 above.

2.3 Agreement shall be for a period of three (03) years from the date of commissioning of bandwidth. The unit cost (cost per Mbps per month) of leased bandwidth shall be reviewed, upon mutual agreement of both the Parties, at the end of every year.

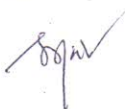
2.4 The minimum period of the bandwidth lease shall be for three (03) years. If the bandwidth is surrendered before the expiry of the minimum lease period, no refund will have to be made by BSCCL and BSNL shall remain liable to pay the charges for the bandwidth for the entirety of the minimum lease period of three (03) years, unless the Agreement is terminated as per clause 6 by either party.

2.5 The specified International bandwidth for Internet provided by BSCCL shall be solely for the use of BSNL and its customers.

2.6 The initial capacity of the lease shall be 10Gbps. Increment of Bandwidth shall be in the granularity of 10G.

2.7 The rates shall be remain same up to 40G expansion and kept confidential by both the Parties and will be reviewed on a yearly basis.

2.8 This Agreement shall be valid for a period of three (03) years from the date of commissioning of bandwidth. This Agreement, if deemed expedient by both the Parties, may be extended for such further period and on such terms as would be mutually agreed upon by both the Parties.



3.0 CONNECTIVITY

3.1 Under this Lease Agreement, BSCCL shall provide symmetrical committed 10Gbps International bandwidth for Internet to BSNL. The terrestrial transmission path of the International Bandwidth will be: Cox's Bazar - Akhaura - Agartala ICP (zero point) - terrestrial optical fiber link (NIB of BSNL) - international router/ International Gateway at Agartala. The leased bandwidth will be delivered to BSNL through IP transit port from Bangladesh (by proper assignment of parameters).

3.2 The 10 Gbps International bandwidth for Internet shall be provided by either 10 GE or 10 G Port. BSCCL will be responsible for provisioning, commissioning, operation and maintenance of International bandwidth from Cox's Bazar - Akhaura (Zero-point).

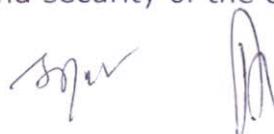
3.3 The bandwidth shall be built-up by BSCCL in Bangladesh territory up to the Indo-Bangladesh border (i.e. up to Akhaura), the OFC systems working between India and Bangladesh. BSNL will take lease of the International Bandwidth for Internet from BSCCL at Indo-Bangladesh border from Cox's Bazar. On India side, the bandwidth shall be built-up by BSNL from International Gateway at Agartala to Indo-Bangladesh border (i.e. up to Akhaura). BSCCL will not bear any responsibility for any services and maintenance on the India side, beyond the Indo-Bangladesh border.

3.4 The bandwidth shall be tested end-to-end on media from BSCCL, Bangladesh Internet node to BSNL international router/Internet node at Agartala. After media testing, BSCCL shall configure the ports on the router at Bangladesh end for provision of symmetrical committed 10 Gbps International bandwidth for Internet for BSNL. Seven days (2 days of BER testing of 10 Gbps International bandwidth for Internet link between BSNL and BSCCL and NIB at 10 Gbps stage and 5 days to configure and test the Internet) will be given for configuration and testing of connectivity on Bangladesh end, from the date of configuration of the ports at India end. The announcement of IP prefixes of BSNL through BSCCL and its upstream providers shall be ascertained and verified by both the Parties. The bandwidth shall be considered commissioned at the end of the seven (7) days period or verification of the performance of the link and route availability by both Parties. The lease period will commence from the date of the commissioning of bandwidth.

3.5 BSCCL shall provide port performance parameters for the link provisioned for BSNL including MRTG graphs. Access to such information shall be made available, upon request, for BSNL to monitor the circuit performance and bandwidth utilization.

3.6 BSCCL and BSNL will be individually responsible for provisioning, commissioning, operations and maintenance for the respective parts of the links & system including all hardware and software related issues for the mentioned service(s) in 1(b) of MoU dtd 12.05.2014 that are situated in Bangladesh and India respectively. BSCCL and BSNL will be jointly responsible for those parts that are situated in the No man's lands.

3.7 Both BSCCL and BSNL will be responsible for tying up the links from the two countries and maintenance and security of the common joining point (s).



4.0 CHARGES AND PAYMENT:

4.1 The annual lease charge for 10 Gbps International bandwidth for Internet shall be USD 1.2 Million, to be receivable at the Bank assigned by BSCCL.

4.2 Payment shall be made in quarterly advances. Invoices shall be raised by BSCCL 45 days in advance by FAX and/or by email, and followed by post. BSNL shall make payment within 45 days from the date of the issued invoice.

4.3 BSCCL shall raise an invoice for the first quarter (3 months) period immediately after the commissioning of the bandwidth by FAX and/or by email, followed by post. The invoice shall specify the mode of payment and also include the banking details in order to enable BSNL to process the payment. If any procedural documents/ support are required from BSCCL by BSNL for the remittance of payment, this will need to be communicated to BSCCL well in advance of the expiry of the aforementioned 45 days period.

4.4 The payment shall be made to Account Name: Bangladesh Submarine Cable Company Ltd., Account No. 4425533017513, SWIFT Code: BSONBDDHHST Sonali Bank Limited, Hotel Sheraton Corp. Branch, Dhaka, Bangladesh in accordance with globally accepted practice and procedure. The nodal authority will be DGM (Finance & Accounts), BSCCL Bangladesh.

4.5 All applicable taxes, duties/charges to be paid to the Bangladesh Government or any Bangladesh Authority shall be borne by BSCCL. BSNL shall be responsible for any taxes, duties/charges imposed by any Indian Authority in any form or manner and no taxes, duties/charges shall be paid to any Indian Authority by BSCCL. Any charge incurred by BSNL in India to remit the payment shall be borne by BSNL solely.

5.0 OPERATIONAL SUPPORT:

5.1 Each country's authority or concerned entity would be solely and separately responsible for the operations and maintenance for their own links inside the territory of the respective country and related cross border links from the countries upto the common point of joining at the Indo-Bangladesh border.

5.2 BSCCL will be responsible for Operations and Maintenance of the International Bandwidth from Cox's Bazar and Fiber Optic Transmission Link from Cox's Bazaar to Akhaura Border.

5.3 BSNL will be responsible for Operations and Maintenance of the International Bandwidth and Fiber Optic Transmission Link inside India, upto Agartala Border.

5.4 Regarding Maintenance at the Border Manhole/Handhole, necessary permits from the concerned Authorities of both the Countries should be obtained expeditiously under mutual support to each other.

5.5 Nodal Point in BSNL at Agartala NIB node for reporting faults, operational support regarding Internet service and for coordination after the commissioning of bandwidth:

NIB Account Manager for high value customers

Shri U.C. Bhowmik
Tel.No: 0381-2381717
Mob: 09436123888
Email: dgmcmtrp@gmail.com



For escalating an unsolved issue:

Shri J. Ravichandra, GM TD, Agartala
BSNL
Tel.No.: +91-381-2381818
Mob: +91-9436120003
Fax : + 91-3812381919
Email: gmtdagartala@gmail.com

5.6 Nodal point in BSNL for NIB NOC:

Bangalore NOC:
24 x7 -Tel. No. : 18004251957, backbone_mpls@googlegroups.com

Escalation: DGM (MPLS), Bangalore
Shri P. Rabi Kumar
Tel. No. : +91-80-25808844
Mob: +91-9449600111
Fax: +91-80-258000055
Email: mpls.nocbg@gmail.com, dgmmpslsravi@gmail.com

5.7 Nodal point in BSNL for media (fibre) related problems:

Mr. G. Ramakrishnan, DE MW ETR, BSNL Agartala
Mob: +91-9402147685

For escalating media problem:
Mr. Edwin Swer,
DGM (M), ETR, Shillong
Tel. No.: +91-364-2220050
Mob: +91 9436100140
E-mail: Edwin_swer@yahoo.com

5.8 Nodal Point in BSCCL, Bangladesh for reporting faults, operational support and coordination after commissioning:

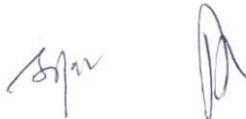
The contact details are:

a) For IP network related IT Directorate Internet Section

Tel: +8802-8879283
Fax: +8802-8879193
Attn: BSCCL NOC
Cell: +8801534788909
Email: support.iig@bsccl.com

b) For Indo-Bangladesh Transmission Link (fiber) related Transmission Maintenance Centre

Tel: +8802-8879283
Email: support.iig@bsccl.com
Attn: Md. Arifur Rahman, Manager (NOC, Transmission & Maintenance), BSCCL
Cell: +8801775300576
Email: arifur.rahman@bsccl.com



c) For escalating an unsolved
Tel: +88028878160
Cell: +8801755655068
Email: abdul.wahhab@bsccl.com
Fax:

6.0 TERMINATION:

6.1 BSNL may terminate this Agreement if the following occurs:

(a) Service Interruption continues for seven (07) consecutive business days and an attempt to remedy such Service Interruption is not made within forty-eight (48) hours after written notice by BSNL and such Service Interruption is not due to Force Majeure and not due to any technical problem in Indian part of the links. The aforementioned duration of seven (07) consecutive business days will be deemed to have commenced upon receipt of written notice from BSNL communicated to BSCCL provided that the downtime is not due to any technical problem in Indian part of the links;

(b) BSCCL otherwise fails to comply in all material respects with the major covenants of the Agreement or conditions herein, which remain uncorrected for thirty (30) consecutive business days after receipt of written notice from BSNL, specifying the alleged failure. This duration of thirty (30) consecutive business days will be deemed to have commenced upon receipt of written notice from BSNL communicated to BSCCL

(c) Cumulative total of Service Interruptions during any six (6) months period exceeds two Forty (240) hours provided that the downtime is not due to any technical problem in Indian part of the links.

6.2 BSCCL may terminate this Agreement, in whole or in part, without liability if:

(a) BSCCL is prohibited from furnishing this Service by any applicable government authority;

(b) Any material term, condition or rate contained herein, is substantially changed by any applicable government authority, Bangladesh or India;

(c) BSNL does not make the payment of any bill raised by BSCCL within 45 days of the due date of bill payment. Such termination will not relieve BSNL from any outstanding payments.

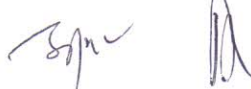
(d) BSNL is in breach of any term of this Agreement.

6.3 After expiry of the minimum lease period of three (03) years, either party may, for any other reasons, terminate this Agreement by giving the other six (06) months notice of termination in writing.

6.4 If the Agreement is being terminated as per clauses 6.1 and 6.2, the Party wishing to terminate the Agreement will have to give the other Party ninety (90) calendar days' written notice. The date of such notice will be deemed to have commenced from the date the written notice is received by the receiving Party.

7.0 SERVICE LEVEL GUARANTEE:

i) Throughput: BSCCL would provide an uncontended bandwidth (1:1) with guaranteed throughput of the contracted bandwidth as measured on physical layer.



Bidder shall guarantee a throughput of contracted bandwidth on 1:1 Full Duplex (both ways) on 24 hours x 7 Days basis.

ii) Round Trip Delay (RTD): shall be measured by computing the average RTD for one thousand (1000) pings (with acknowledge for each previous packet received) of sixty-four (64) bytes each. In case of International Internet Bandwidth, this will be measured from BSNL gateway router Agartala to the Tier-1 ISP in USA, Europe or Asia Pacific where the BSNL link will be terminated.

The latency figures as given in the table below:

RTD Summary

S. No.		From BSNL Gateway Router
		International Internet bandwidth
[1]	USA (Trans Atlantic)	270 msec
[2]	USA (Trans Pacific)	300 msec
[3]	Europe (UK)	200 msec
[4]	Europe (France)	200 msec
[5]	Asia Pacific (Hong Kong)	100 msec
[6]	Asia Pacific (Singapore)	80 msec
[7]	Asia Pacific (Japan)	180 msec

RTD Summary in case of International IP Transit Port

S.No.	Location/Intra/Inter Regions	RTD
[1]	Intra – Europe	50 msec
[2]	Intra – USA	70 msec
[3]	Intra – Asia	150 msec
[4]	USA – Europe	240 msec
[5]	USA – Asia	300 msec

iii) Packet Loss: shall be measured by computing the percent packet loss of one thousand (1000) pings (with acknowledge for each previous packet received) of sixty four (64) bytes each. At any point of time during the contract period, the packet loss shall be less than 1%. In case of International Internet Bandwidth, this will be measured from BSNL gateway router to the Tier 1 ISP in USA, Europe, Asia Pacific etc. where the BSNL link will be terminated.

7.1 The service would be assumed to be unavailable if RTD/Packet Loss is not met continuously as per specification for a period of 30 minutes. If RTD/Packet Loss varies intermittently for period less than 30 minutes between acceptable to unacceptable limits and if such behavior is observed continuously for one hour then service will be considered to be unavailable for one hour. Each slab of unavailability of thirty minutes or part thereof observed over a period of six months shall be taken into account for calculating the liquidated damages for service degradation.

7.2 BSCCL shall guarantee that the Service will be available for 99.7% or better of time averaged over a period of one month with reference to each of the parameters namely Throughput, Round Trip Delay & Packet Loss under all conditions. Non-conformance to the limits of any of the parameters shall be counted towards Service Unavailability. If the RTD or packet loss varies intermittently for periods less than 30 minutes between acceptable to unacceptable and if such behavior is observed continuously for one hour then the service would be considered to be unavailable for one

hour. In such calculations, BSNL should conduct an end to end Test with BSCCL in order to determine the outages or intermittent faults. Indian part of the Network should be also taken into cognizance.

8.0 SERVICE UNAVAILABILITY CREDITS:

8.1 BSNL will calculate, on monthly basis, the amount of service unavailability experienced for International Bandwidth for Internet and intimate it to the Supplier. (This will exclude the service unavailability time due to the transmission link problem between Akhaura ICP and Agartala).

8.2 A month shall be deemed to begin at 12:00 A.M Indian Standard Time (IST) on the first day of calendar month and end 12:00 A.M IST on the first day of next calendar month. At the end of the month, BSNL shall calculate the total amount of time the International Bandwidth for Internet was unavailable from the time when the unavailability was reported to the BSCCL. Such service unavailability shall be used to determine any service unavailability credit deduction that BSNL shall be entitled to (Service Unavailability Credit). The Service Unavailability Credit will be percentage of the monthly charges / monthly recurring charge (MRC) for International Bandwidth for Internet as set forth in tables below and will apply to International Bandwidth for Internet for which such credit was derived, and the Service Unavailability Credit will be calculated.

Duration of Service Unavailability	Service Unavailability Credit
0-127 minutes	No credit
128-480	2% of MRC
481-1080	5% of MRC
1081-1440	10% of MRC
Above 1441 minutes	15% of MRC

NOTE:

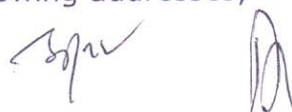
1. BSCCL covered the redundancy of the bandwidth taking IP Transit partly from at the East and from the West. However for any scheduled maintenance of SMW4 at dead hours of night (Complete shutdown for approximately three to four hours) should not be taken into calculation of outage. The planned outage should not exceed once in a month and 0.5% of total hours in any months (3.6 hours). Any excess outage beyond 0.5% shall be included in service unavailability for the purpose of calculating service unavailability credits.

2. BSNL will not make any payment for the services rejected after testing by BSNL. This is only applicable if there is any technical faults/ drawbacks on behalf of BSCCL and it is unable to be remedied within a reasonable period.

8.3 BSCCL reserves the right to cancel and/or suspend any or all services upon the untimely and/or non-payment of invoices issued by BSCCL. In the event of this occurring, unavailability of bandwidth will not count towards Unavailability Credit for BSNL.

9.0 NOTICE:

All notices, requests or communications between the Parties under this Agreement shall be in the English language, by letter signed by an authorized representative of the sending party, or by email or FAX immediately acknowledged in writing. All notices shall be deemed as validly served if mailed in the form of a pre-paid registered letter, return receipt requested, to the following addresses;



For BSCCL: Managing Director, BSCCL, Rahmans Regnum Centre, 191/B, Tejgaon-Gulshan Link Road, Dhaka-1208 Or such other address as BSCCL shall notify to BSNL pursuant hereto

For BSNL: CGMT, BSNL NE-I Circle, CTO, Shillong, Meghalaya, India 793001
Or such other address as BSNL shall notify to BSCCL pursuant hereto.

10. FORCE MAJEURE

If, at any time, during the continuance of this agreement, the performance in whole or in part by or of any obligation under this agreement is prevented or delayed, by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemics, quarantine restrictions, strikes, lockouts (as are not limited to the establishments and facilities of either party), fire, floods, natural calamities any or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by affected party to other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such event be entitled to terminate the agreement nor shall either party have any claim for damages against other party in respect of such non-performance or delay in performance. Provided Services under the agreement shall be resumed as soon as practicable after such event come to an end or cease to exist.

11. LIABILITY CLAUSE

Except as provided in this agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

12.0 REVISION, AMENDMENT and MODIFICATION:

12.1 Either Party may request in writing a revision, amendment or modification of all or any part of this Agreement.

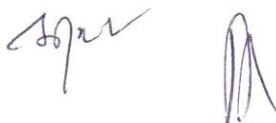
12.2 Any revision, amendment or modification agreed to by the Parties shall be reduced into writing and shall form part of this Agreement. However, the day to day business correspondences will not form part of this Agreement.

12.3 Such revision, amendment or modification shall come into force on such date as mentioned in the written documents.

12.4 Any revision, amendment or modification shall not prejudice the rights and obligations arising from or based on this Agreement before or up to the date of such revision, amendment or modification.

13.0 SEVERABILITY:

If any provisions of this Agreement are construed to be illegal or invalid, they shall not affect the legality, validity and enforceability of the other provisions of this Agreement. The illegal or invalid provision shall be deleted from this Agreement and will cease to be incorporated herein but all other provisions of the Agreement shall continue as valid and enforceable.



14.0 TERMINATION CLAUSE

Both the parties reserve the right to suspend/terminate the operation of this agreement with prior notice of 90 days due to the change in any license conditions or upon directions from the respective competent government authorities or if the services are suspended or terminated due to Government Order, Court Order or order of respective countries. In such a situation, neither party shall be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period or the agreement and suspension period will be taken as period spent. During this period, BSCCL shall not be liable for the service and no charges for use of the Bandwidth shall be payable by BSNL.

15.0 CONSEQUENCES OF TERMINATION:

Where this Agreement is terminated pursuant to this Clause, upon termination:-

(a) BSNL shall be liable to make any payment to the BSCCL from the date of termination that is due to BSCCL.

(b) Neither Party shall in any way exhibit any links or display any information that would lead any person to believe that BSCCL and BSNL are linked or related in any manner.

(c) The termination of this Agreement shall not prejudice the rights of BSCCL for arbitration or to sue for damages or to obtain any other relief in respect of any antecedent breach of the terms of this Agreement prior to such termination.

(d) Upon termination of this Agreement, no Party shall be relieved from any obligation already accrued prior to the date of such termination, nor from any liability for a breach of this Agreement occurring prior to the date of such termination.

16.0 ARBITRATION CLAUSE

The parties will first attempt to resolve the differences or disputes arising out of or in connection with this agreement, by way of a meeting between the senior representatives of the parties with the authority to settle.

If the dispute is not resolved at that meeting, the parties must then resort to arbitration before initiating court proceedings, provided that the right to issue proceedings is not prejudiced by a delay.

All the disputes arising out of, or relating to or in connection with this Agreement then shall finally be resolved by arbitration in accordance with the **Singapore International Arbitration Rules with venue at Singapore.**

17.0 GOVERNING LAW

The Governing law should be the English Law.

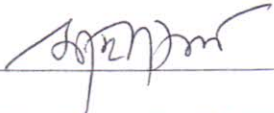


IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

Signed on behalf of

**Bangladesh Submarine Cable
Company Limited (BSCCL),**

**Bharat Sanchar Nigam Limited
(BSNL)**

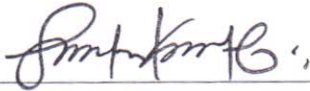


Name: **Md. Monwar Hossain**
Designation: Managing Director, BSCCL
Dated:
Place: Dhaka

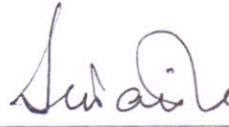


Name: **Anupam Shrivastava**
Designation: Chairman & Managing Director, BSNL
Dated:
Place: Dhaka

Witness:

1. 

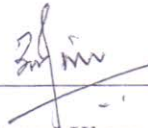
Name: Shukanta Kumar Debnath
Designation: DGM (F&A), BSCCL



Name: Sujata Ray
Designation: Executive Director (Finance), BSNL

2. 

Name: Abdul Wahhab
Designation: DGM (IIG), BSCCL



Name: Anand Khare
Designation: GM (ILD), BSNL