**ডাটা সেন্টারের সেবা গ্রহণ সংক্রান্ত সাধারণ নির্দেশনাবলী:**

(১) ভিপিএস /ক্লাউড সেবার সাথে অবশ্যই SSL ভিপিএন সংযোগ নিতে হবে (একাধিক ভিপিএন সংযোগ নেওয়া যাবে, নমুনা পত্রটি সংযুক্ত)।

(২) CA Certificate-এর মাধ্যমে SSL ভিপিএন সংযোগ সক্রিয় করতে হবে (CA Certificate ক্রয়ের জন্য প্রয়োজনীয় লিংক সরবরাহ করা হবে)।

(৩) CA Certificate অবশ্যই ব্যক্তি নামে হবে এই জন্য NID নম্বর দরকার (কোন প্রতিষ্ঠানের নামে হবে না)।

(৪) ভিপিএস /ক্লাউড সেবা গ্রহণ সংক্রান্ত প্রতিটি ফর্মে সরকারি ডোমেনের ই-মেইল এর নাম উল্লেখ করতে হবে (G-Mail, Yahoo গ্রহণযোগ্য নয়)।

(৫) বর্তমানে বিসিসি সরকারী পর্যায়ে ডাটা সেন্টারের সেবা সরবরাহ করে তাই গ্রহণকৃত সেবাটি যদি Vendor Company কর্তৃক পরিচালনা করা হয় সেক্ষেত্রে সেবা গ্রহণকারী অফিসের প্যাডে বিসিসি বরাবর Authorization Letter দিতে হবে (অফিসের নাম, কর্মকর্তার নাম পদবী, মোবাইল নং, ই-মেইল ও NID নম্বর সহ) (নমুনা পত্রটি সংযুক্ত)।

(৬) ০১ বছর মেয়াদী প্রতিটি CA Certificate এর মূল্য ৫৭৫/- টাকা সরকারি অফিসের জন্য এবং ৩৪৫০/- টাকা সার্পোট সার্ভিস প্রতিষ্ঠানের জন্য (ভ্যাট ও ট্যাক্স সহ)। মেয়াদান্তে পুনরায় CA Certificate এর জন্য আবেদন করতে হবে।

(৭) ডি-নথির মাধ্যমে বিসিসি’র নির্বাহী পরিচালক বরাবর আবেদন গ্রহণযোগ্য।

(৮) ভিপিএস /ক্লাউড সেবা গ্রহণের জন্য নিমোক্ত সকল ডকুমেন্টগুলোর প্রতিটি পৃষ্ঠা স্বাক্ষর করে (অফিসিয়াল সিল সহ) বিসিসি’র নির্বাহী পরিচালক বরাবর দাখিল করতে হবে ।

(৯) ডাটা সেন্টারের সেবা গ্রহণ সংক্রান্ত প্রয়োজনীয় ডকুমেন্টের জন্য এই লিংক এ প্রবেশ করুন <https://ndc.bcc.gov.bd>



**Sample Forwarding Letter (সেবা গ্রহণকারী অফিসের প্যাডে আবেদন করতে হবে)**

স্মারক নং----------------------------------------   তারিখ---------------------

নির্বাহী পরিচালক

বাংলাদেশ কম্পিউটার কাউন্সিল

ই-১৪/এক্স,আইসিটি টাওয়ার

আগারগাঁও, শেরেবাংলা নগর, ঢাকা-১২০৭

**বিষয়:** বিসিসির ডাটা সেন্টার হতে ক্লাউড/ হোস্টিং/ ইমেইল/ ভিপিএস /ডাটাবেজ/ কো-লোকেশন  সেবা গ্রহণ প্রসঙ্গে।

(বিষয়ের অংশে ডাটা সেন্টার হতে যে সেবাটি নিতে আগ্রহী সেই সেবাটির নাম উল্লেখ করুন)

**দৃষ্টি আকর্ষণ:** পরিচালক জাতীয় ডাটা সেন্টার, বিসিসি।

**অনুলিপি: মেইনটেন্যান্স ইঞ্জিনিয়ার, ডাটা সেন্টার, বিসিসি।**

মহোদয়,

উপর্যুক্ত বিষয়ের প্রতি দৃষ্টি আকর্ষণ পূর্বক জানানো যাচ্ছে যে, ------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

বাংলাদেশ কম্পিউটার কাউন্সিলের ডাটা সেন্টার হতে ক্লাউড/ হোস্টিং/ ইমেইল/ ভিপিএস সেবা গ্রহণ সংক্রান্ত প্রয়োজনীয় ফরমসমূহ পূরণ এবং প্রতি পৃষ্ঠা সিলমোহর সহ স্বাক্ষর করা হয়েছে (সংযুক্ত) এই বিষয়ে প্রয়োজনীয় ব্যবস্থা গ্রহণের জন্য অনুরোধ করা হলো। যোগাযোগের সুবিধার্থে পত্রে  আমাদের টেকনিক্যাল অফিসারের নাম, পদবী ও মোবাইল নম্বর উল্লেখ করা হলো প্রয়োজনে তার সাথে যোগাযোগের অনুরোধ করা হল (নাম-------------- পদবী-------------- ই-মেইল----------------- মোবাইল নাম্বার------------)।

**সংযুক্তি:**

১). Service-Kyc-form

২). Service-Frame-agreement

৩). Resource-Requirement-form

৪). Service Related Appendix

নাম:------------------------

পদবী:-----------------------

ফোন:

  ইমেইল:

 **(\*\*\*) ডি-নথির মাধ্যমে নির্বাহী পরিচালক বরাবর আবেদন গ্রহণযোগ্য। সেবা গ্রহণ সংক্রান্ত কাগজপত্রাদির প্রতিটি পৃষ্ঠা স্বাক্ষর করতে হবে অফিসিয়াল সিল সহ।**

**Bangladesh Computer Council**

# **National Data Center Service**

**Frame Agreement**

This document constitutes an agreement (herein after called "Frame Agreement") made on the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20….… between:

(a) The Bangladesh Computer Council ("BCC"), ICT Tower, Agargaon, Sher-e-Bangla Nagar, Dhaka, Bangladesh as the first party (Government NDC Service Provider),

**And**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please fill up; Project/Office Name, Organization Name & Address)

as the 2nd party (Customer)

The purpose of this Frame Agreement between the parties is to agree on the general terms and conditions mentioned below and service level agreement (SLA) set forth for using Cloud Service and Request Based Services provided by National Data Center, BCC. This agreement is applicable for all of the services provided by BCC under the National Data Center Service Catalog (such as Cloud Based Service, Hosting Service, VPS Service, Backup Service, Database Service, Email Service, Private Access Service & Collocation Service) regardless of the services chosen by the customer.

Under this agreement customer will be abide by the following terms and condition:

1. **Validity and Modification of the General Terms and Conditions for the provision of Services**
	1. The relations between BCC and the Client shall be governed by the laws and regulations of the Republic of Bangladesh, the Agreement, the General Terms and Conditions and the Service Level agreement (SLA);
	2. BCC has the right to unilaterally change the Terms at any time as a result of legislation or practice, a decision of a national authority, technical or substantive developments in a particular area or Services, economic needs after providing adequate notice to the party;
	3. BCC shall notify the Customer at least one (1) month in advance of the amendment of the Terms and Conditions that directly change the terms and conditions of the existing Customer Service Agreement.
2. **Communication between the Parties**
	1. Communication between the Parties shall take place through the contacts indicated in the Service Level Agreement and KYC;
	2. The Client communicates with BCC via a BCC contact person, by telephone, by e-mail or in any other form reproducible in writing.
3. **Termination of the Agreement**

Each Customer reserves the right to terminate or cancel their service contract with BCC at any point of time and for any reason through a notice of official service termination letter to BCC providing a 10 days’ notice.

On the other hand, BCC reserves the right to terminate, cancel or suspend the service of a customer for the following reasons:

* 1. If the Customer fails to comply with the General terms and conditions;
	2. If the information system of the subscriber generates any malware or virus or worm or malicious code;
	3. If the information system of the subscriber generates inbound or outbound DDoS traffic;
	4. If the information system of the subscriber generates unexpectedly high traffic packet;
	5. If the information system of the subscriber interrupts other hosted services in the data center;
	6. Any other reason that may lead to suspension, cancel or termination.

After termination of the service BCC is not liable for the data of the Customer whose service is already terminated.

1. **Billing & Metering**

Customer will be charged based on the resource allocation from National Data Center in monthly basis according to the service charge schedule as effective and approved by Finance Division. Refer to Appendix 3 for Service Charge Schedule.

1. **Rights and Obligations of the Parties**
	1. **Client Rights**

The Client has the right to consume the Services provided by BCC, the terms of use of which comply with the parameters defined in the Terms and for the use of which the BCC and the Client have entered into an Agreement.

* 1. **Obligations of the Client**
		1. Customer must comply with other relevant law or policies (e.g. ICT Policy, ICT Act, Information Security Policy, Digital Security Act 2018 etc.) of the Government of Bangladesh;
		2. All installed applications and operating systems are properly licensed Govt. application;
		3. Servers are sufficiently protected from any type of internet threats;
		4. No illegal content is hosted on the servers;
		5. No ports are opened that could negatively affect the stability of the VDC system;
		6. No illegal applications are installed;
		7. Use the Services in accordance with the Agreement, the General Terms and Conditions, the legislation and good practices;
		8. To avoid, during the use of the Services, any action that results in any disruption or alteration of the functionality of the Service in a manner that results in any non-conformance with the Service, or aiding or enabling any of the foregoing;
		9. The Client shall be liable for the damage caused to BCC by violation of the obligations arising from the Agreements, including the damage caused by the User or a third party who used the Service instead of the Client;
		10. If the Customer has independently entered into a contract with a third party to use the service or technical capability that is required for the use of the Service, BCC shall not be liable to the Customer for the malfunctioning or improper functioning of the Service, even if such service or technical solution cannot be used;
		11. In the event that as a result of the Customer's unlawful actions (including non-fulfillment of obligations to a third party) the third-party claims against BCC, the Customer shall also indemnify BCC for the losses incurred in connection therewith;
		12. Servers are not misused through the non –use or the use of only simple passwords;
		13. Unless otherwise agreed in writing between the Customer and BCC, the Customer undertakes not to resell or transfer in any means or to use (including in part) the service for purposes other than intended government applications or transfer any user rights (including licenses) offered under it.
		14. When using the Services, the Customer shall be solely responsible for the communication of information transmitted through communications networks, including compliance with the requirements set forth in the legislation regulating copyright, personal data protection and the use of databases.
		15. If the existing customer wants to avail more NDC services in future regardless of the Cloud Based Service or Request Based Service then the customer can get the services within the scope of the existing agreement. All necessary service specific forms shall be duly filled by the customer and forward to NDC with official Letter.
	2. **Rights of BCC**
		1. BCC has the right to restrict or suspend the provision of the Service to the Customer in the event that the Customer breaches the terms of the Agreement or any harmful security related issues to National Data Center or abnormal traffic flow or suspected malicious activity etc.;
		2. For information/physical/abnormal traffic flow/malicious security issues and for containment purpose National Data Center authority can suspend or restrict the client/own service immediately until the security issue resolve and agreed by both parties on resolution;
		3. BCC shall not be liable for any damage caused to the Client; if it is caused by:
* A power failure not dependent on BCC;
* Any unpredictable or abnormal risk situation which is not familiar to BCC or client, BCC decision will treat as final to reduce the risk and normalize the situation;
* Failure of communication lines not controlled by BCC (including data communications provider);
* The information provided by the Customer to BCC or third parties, including the public, through the Service is incorrect or unlawful;
* A Service not suited to the needs selected by the Customer;
* Failure by the Customer to implement organizational, physical and IT security measures;
* Any other scenario that BCC’s states as outside their control.
	+ 1. BCC has the right to restrict or suspend the Service if circumstances beyond BCC's control (e.g., attacks on the Client) may significantly disrupt the services of other clients of BCC, provided that the situation cannot be reasonably eliminated by less burdensome measures on the Client. BCC will have unilateral right to decide the course of action on this matter.
1. **Confidentiality and Data Protection**
	1. The Parties undertake to preserve the confidentiality of any information, including trade secrets, which has become known to them in connection with the conclusion and performance of the Agreements, the disclosure of which to the public or to third parties may in any way harm the other Party. The obligation of confidentiality does not extend to information that is designated to the public, is generally known, or otherwise cannot be confidential in nature or is to be transmitted in accordance with law;
	2. The data or content in the information system is the data of the corresponding Customer; BCC does not have any ownership and liability for the service, data or content managed by the Customer.
2. **Circumstances of Force Majeure**

Failure or delay in performance of a Party's obligations shall not be considered a breach of the Agreement if it was caused by circumstances of force majeure. Given the specific nature of BCC Customers, only natural disasters, acts of war, terrorism, etc., which render the Contract physically impossible, shall be considered as force majeure, but if they occur, the Parties shall make every effort to comply with their contractual obligations.

Contract physically impossible, shall be considered as force majeure, but if they occur, the Parties shall make every effort to comply with their contractual obligations.

1. **Disclaimer**

BCC cannot be held liable for damages under any circumstances not specifically identified in this agreement. BCC cannot be held liable for the data or file that is located/stored in Customer owned Cloud environment.

As a Service Provider BCC will comply with the commitments depicted in the Frame Agreement

By entering into the Agreement, the Client confirms that they have read, understood, accepted and agrees with the terms and conditions and undertakes to fulfill the obligations set out in the frame agreement.

|  |  |  |
| --- | --- | --- |
| **1st Party (BCC as Government Cloud Service Provider)** |  | **2nd Party (Representative of Government Organization as Cloud Service Customer)** |
| Name: |  | Name: |
| Designation: |  | Designation: |
| Signature with Seal: |  | Signature with Seal: |

**Appendix -1**

**Service Level Agreement**

This Service Level Agreement ("SLA") sets forth the commitments provided by the **Cloud Service Provider** i.e. National Data Center of BCC to the Cloud Service Customer. By signing this SLA, the Customer acknowledges that (s)he has read, understood and agreed with all information mentioned in this SLA.

BCC is committed to provide a satisfactory level of support for the whole life cycle of Customer services. BCC’s 24/7/365 **Critical Issues Support Line** will be always ready to respond critical and non-critical issues that the Customer might be experiencing with the service. Considering the severity and time of reporting the SR, the Mean Time to Attend (MTTA) and Mean Time to Resolve (MTTR) for the service is given below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Priority Code** | **Definition** | **MTTA (Mins)** | **MTTR (Hrs)** |
| P1 | Critical / Major | 15 | 6 |
| P2 | High | 30 | 10 |
| P3 | Medium | 60 | 24 |
| P4 | Low | 120 | 48 |

Service Request (SR) can be raised by the Customer in any of the following form:

Online Support : support.bcc.gov.bd

Email Assistance : datacenter@bcc.gov.bd

Notes on Priority Definitions:

|  |  |
| --- | --- |
| **Priority** | **Description** |
| Critical / Major | The Incident has caused a stoppage, or has the potential to cause a stoppage on all or majority of the services being provided by the National Data Center. |
| High | The Incident has resulted in a work stoppage and has significantly impaired the user’s ability to perform their normal business operation. A workaround is not available. |
| Medium | The Incident has not resulted in a work stoppage, but has impaired the user’s ability to perform their normal business operation. A work around is available. |
| Low | The Incident has not impeded or disrupted the service and is more of an inconvenience, or all incidents that don’t fit the Medium, High or Critical definition. |

**Service Continuity**

If any customer takes BCC Cloud Disaster Recovery Service, BCC is committed to give service continuity in case of any Disaster.

**Escalation Matrix**

In the event of dissatisfaction with the services rendered, Customer may contact the Business Relationship Manager, National Data Center, BCC. Following is the escalation matrix in this regard:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Escalation Level** | **Role** | **Name** | **Mobile** | **Email** |
| Level1 | Business Relationship Manager | Md. Mamun Kabir | +8801552540140 | mamun.kabir@bcc.gov.bd |
| Level2 (After 3 Days of Level 1) | Management Representative | Ringko Kabiraj | +8801517263576 | ringko.kabiraj@bcc.gov.bd |
| Level3 (After 2 days of Level 2) | Director Data Center (In-Charge) | Engr. Mohammad Saiful Alam Khan | +8801713 118860 | saiful.khan@bcc.gov.bd |

In case of any disagreement while defining any service severity or understanding service scope, authorized technical representatives from both the parties will finalize this issue and if the representatives fail to settle this issue, such cases will be escalated to the Top Management of the Customer and Top Management of NDC.

**Appendix – 2**

|  |  |  |
| --- | --- | --- |
| **A. Organization Details** |   |   |
|  |  |  |
| Customer Organization Name | **:** |  |
| Ministry/Division Name | **:** |  |
| Web URL of Customer Organization | **:** |  |
|  |  |  |
|  |  |  |
| **B. Service Owner Details** |  |  |
|  |  |  |
| Service Owner Name | **:** |  |
| Designation | **:** |  |
| Email | **:** |  |
| Phone (Official) | **:** |  |
| Signature & Seal | **:** |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **C. Billing & Administrative Details** |  |  |
| **Primary Billing Contact Name** | **:** |  |
| Designation | **:** |  |
| Email | **:** |  |
| Phone (Official) | **:** |  |
| Mobile Phone | **:** |  |
|  |  |  |
| **Secondary Billing Contact Name** | **:** |  |
| Designation | **:** |  |
| Email | **:** |  |
| Phone (Official) | **:** |  |
| Mobile Phone | **:** |  |
|  |  |  |
| **D. Technical Details** |  |  |
| **Primary Technical Contact Name** | **:** |  |
| Designation | **:** |  |
| Email | **:** |  |
| Phone (Official) | **:** |  |
| Mobile Phone | **:** |  |
|  |  |  |
| **Secondary Technical Contact Name** | **:** |  |
| Designation | **:** |  |
| Email | **:** |  |
| Phone (Official) | **:** |  |
| Mobile Phone | **:** |  |

Note: Email Address has to be government email address and shall be under the registered domain of the customer organization.

**Appendix - 4**

**Resource Requirement of Customer in e-Government Cloud**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.** | **Project Name[[1]](#footnote-1)** | **vCPU** | **Memory** | **Production Storage (EVS)** | **Backup Storage (VBS & CSBS)** | **Object Storage** | **Cloud Server Disaster Recovery (CSDR)****[Yes/NO]** | **Auto Scaling (AS)****[Yes/NO]** | **No. of Elastic Load Balancer (ELB)** | **No. of EIP[[2]](#footnote-2)** | **No. of Subnet[[3]](#footnote-3)** | **VPN account name (If you have any, provided from NDC)** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
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**Note:**

This is an initial requirement form to get idea about the size of your Virtual Data Center (VDC). You can always increase or decrease resources if you want.

Customer

SSL VPN Account Request Form

Please fill up the name information by following your NID information

Last Name

First Name

Designation

Email (Email must be under own organization domain)

Customer Organization Type

Ministry/Divisioin

Name of Organization

Name of Ministry/Division

No

Yes

If no is selected, please enroll and get TLS client authentication certificate from CA

Do you have Class 2 type TLS Client Authentication Certificate (mandatory for SSL VPN)?

Account Validity

days (put 0 for unlimited access)

Existing Account ID (if any)

Signature

(e.g. single host: 10.1.1.1:80,443, 22; subnet: 10.2.2.0/24:80,8080,22 or put 0 for all ports) \*Use newline for multiple entry

Destination network address with destination port information

**Memo No.:**   **Date:** DD-MM-YYYY

To

The Executive Director

Bangladesh Computer Council (BCC)

[**Attention:** Director, National Data Center, Bangladesh Computer Council]

**Subject:** Authorization letter for (vendor/partner) to access the NDC provided (VPS/Cloud/Email/DB/Hosting) services through VPN connection.

Sir,

According to the letter sent on (DD-MM-YYYY), we’ve already received the NDC provided (VPS/Cloud/Email/DB/Hosting) Service. To maintain the mentioned (VPS/Cloud/Email/DB/Hosting) service we’ve already make a contract with (vendor/partner company name). As per contract (vendor/partner company name) will maintain the NDC provided (VPS/Cloud/Email/DB/Hosting) service for us. To maintain the NDC provided (VPS/Cloud/Email/DB/Hosting) service they need to access the NDC network through NDC provided VPN connection. In this state please allow VPN connection for the below mentioned table concern person

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl.No** | **Contact Person** | **Company Name** | **Contact Person’s Designation** | **Email and Mobile Number** | **National Identification Number or Passport Number** |
| 1. |  |  |  |  |  |
| 2. |  |  |  |  |  |

\*\* please input the information of vendor or partner who will work for your project to maintain your services in the above table.

As we’ve an agreement between (vendor/partner company name) and (Customer Organization Name) to maintain our service, so we are requesting to take necessary action to provide VPN access.

Thank you for your co-operation.

Sincerely Yours

Customer Sign

Customer Name

Customer Designation

Mobile No:

Email(official):

**Attachment:** **ssl-vpn-customer-form** with vendor information according to above mentioned table information.

1. Project in cloud is something you can use to isolate resource allocation and access permission among different group or team. You will have a Virtual Data Center (VDC) in the cloud for your ministry/division and you can have multiple projects for different initiatives directly under your ministry or initiative under department/organizations under the jurisdiction of your ministry/division. [↑](#footnote-ref-1)
2. IP required to be accessible from public network, outside of the cloud network i.e. from internet or intranet [↑](#footnote-ref-2)
3. Subnets is isolation of network within your project VPC, you can then have virtual firewall between subnets. Usually we suggest to have Web Server, Application Server, Database Server subnets to be different at least. [↑](#footnote-ref-3)