#### 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)।

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

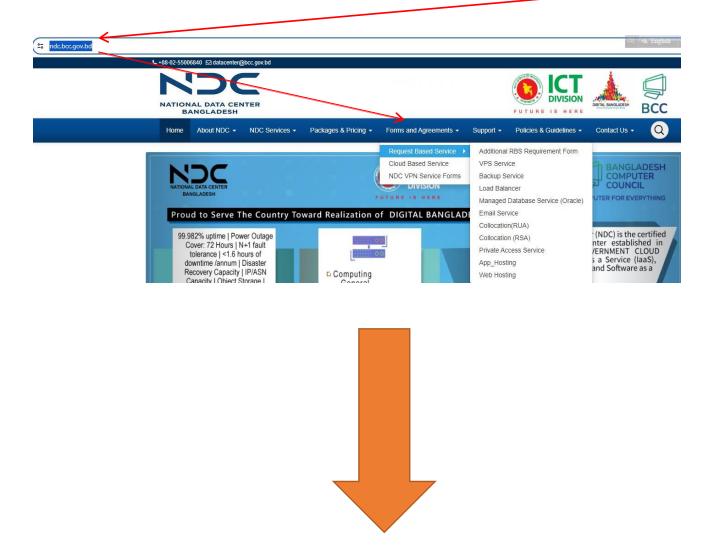
(৫) বর্তমানে বিসিসি সরকারী পর্যায়ে ডাটা সেন্টারের সেবা সরবরাহ করে তাই গ্রহণকৃত সেবাটি যদি Vendor Company কর্তৃক পরিচালনা করা হয় সেক্ষেত্রে সেবা গ্রহণকারী অফিসের প্যাডে বিসিসি বরাবর Authorization Letter দিতে হবে (অফিসের নাম, কর্মকর্তার নাম পদবী, মোবাইল নং, ই-মেইল ও NID নম্বর সহ) (নমুনা পত্রটি সংযুক্ত)।

(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 <u>https://ndc.bcc.gov.bd</u>



#### 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 প্রসঞ্জে। (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 নামার ক্লা হলে নাম্বার্য------)।

#### সংযুক্তি:

- ง). Service-Kyc-form
- २). Service-Frame-agreement
- o). Resource-Requirement-form
- 8). 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 Request Based 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 and service level agreement (SLA) set forth for using Request Based Data Center Services provided by National Data Center, BCC. This agreement is applicable for all the services provided by BCC under the Request Based Data Center Service Catalog (such as VPS Service, Backup Service, Database Service, Email Service & Collocation Service) regardless of the services chosen by the customer. Government Cloud Service provided by BCC is out of the scope of this agreement. Under this agreement customer will be abiding by the following terms and conditions:

# **1.** Validity and Modification of the General Terms and Conditions for the provision of Services

- 1.1. The relations between BCC and the Customer 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);
- 1.2. 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;
- 1.3. 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.

#### **Communication between the Parties**

- 1.4. Communication between the Parties shall take place through the contacts indicated in the Service Level Agreement;
- 1.5. The Customer communicates with BCC via a BCC contact person, by telephone, by email or in any other form reproducible in writing.

#### 2. 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:

- 2.1. If the Customer fails to comply with the General terms and conditions;
- 2.2. If the information system of the Customer generates any malware or virus or worm or malicious code;
- 2.3. If the information system of the Customer generates inbound or outbound Distributed Denial-of-Service (DDoS) traffic;
- 2.4. If the information system of the Customer generates unexpectedly high traffic packet;
- 2.5. If the information system of the Customer interrupts other hosted services in the data center;
- 2.6. 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.

#### 3. 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.

#### 4. Rights and Obligations of the Parties

#### 4.1. Customer Rights

The Customer 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 Customer have entered into an Agreement.

#### 4.2. Obligations of the Customer

- 4.2.1. 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;
- 4.2.2. All installed applications and operating systems are properly licensed Govt. application;
- 4.2.3. Servers are sufficiently protected from any type of internet threats;
- 4.2.4. No illegal content is hosted on the servers;
- 4.2.5. No ports are opened that could negatively affect the stability of the VDC system;
- 4.2.6. No illegal applications are installed;
- 4.2.7. Use the Services in accordance with the Agreement, the General Terms and Conditions, the legislation and good practices;
- 4.2.8. 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;
- 4.2.9. The Customer 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 Customer;
- 4.2.10. 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;
- 4.2.11. 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;
- 4.2.12. Servers are not misused through the non-use or the use of only simple passwords;
- 4.2.13. 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.
- 4.2.14. 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.

4.2.15. if the existing customer wants to avail more request-based services in future then the services will be considered under the same agreement. Only need to submit official forwarding letter along with respective service related all Appendix and form.

#### 4.3. Rights of BCC

- 4.3.1. 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.;
- 4.3.2. For information/physical/abnormal traffic flow/malicious security issues and for containment purpose National Data Center authority can suspend or restrict the Customer/own service immediately until the security issue resolve and agreed by both parties on resolution;
- 4.3.3. BCC shall not be liable for any damage caused to the Customer; 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 Customer, 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.
- 4.3.4. BCC has the right to restrict or suspend the Service if circumstances beyond BCC's control (e.g., attacks on the Customer) may significantly disrupt the services of other Customers of BCC, provided that the situation cannot be reasonably eliminated by less burdensome measures on the Customer. BCC will have unilateral right to decide the course of action on this matter.

#### 5. Confidentiality and Data Protection

- 5.1. 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;
- 5.2. 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.

#### 6. 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.

#### 7. 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 the Customers' resource provided by NDC.

As a Service Provider BCC will comply with the commitments depicted in the Service Level Agreement (SLA)

By entering into the Agreement, the Customer 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.

1 <sup>st</sup> Party (BCC as Government NDC Service Provider)	2 <sup>nd</sup> Party (Representative of Government Organization as
····,	Customer)
Name:	Name:
Designation:	Designation:
Signature with Seal:	Signature with Seal:





## Database

## **Service Level Agreement**

### **1. Description of this Service Level Agreement**

This Service Level Agreement ("SLA") sets forth the terms and conditions for having the database service provided by the National Data Center of BCC. By signing this SLA, the Customer acknowledges that (s)he has read, understood and agreed to be bound by all terms and conditions of this SLA, the accompanying fee schedule, the dispute policy and any rules or policies that are or may become effective when published/circulated by BCC in this regard.

## 2. Managed Database Service

National Data Center (NDC) provides two categories of database services such as Oracle, MySQL, Postgres and Microsoft SQL Server services. Database services are provided in **Basic, Standard, Advance** and **Premium** categories with distinct offers. If customer's requirements are customized, then two/more options can be selected, as appropriate.

## **3. Service Provider Agreement**

#### 3.1 Service Availability

Since the data center is a tier-III standard data center, BCC ensures 99.982% uptime which is about 1 Hour and 35 minutes' downtime in a year. However, this uptime is applicable for power and HVAC system only.

The network availability is ensured through redundant network and internet backbone from two different IIG operators of Bangladesh. Apart from network, power and infrastructure availability is also ensured by BCC. The service availability mostly depends on the applications and on the underlying computing, network and storage infrastructure which is not part of the responsibility of BCC in this particular SLA.

#### 3.2 Schedule Maintenance

BCC conducts schedule maintenance of its infrastructure during when the service may not be available or the server response time may get slower. BCC will make every effort to limit the interruption of the service due to such maintenance. The maintenance period is always in the weekend and after the typical office hours. The Customer will be notified by email beforehand in such cases.

#### 3.3 Emergency Maintenance

In case of any emergency maintenance required by BCC for NDC which may impact the service of the customer will be notified through email and mobile to the technical contacts provided.

#### 3.4 Non-emergency Enhancements

Enhancements and changes that do not require a service outage and that do not affect user workflow are implemented upon completion. Enhancements and changes that require a service outage are scheduled outside business hours. Users are notified at least two working days in Classification: Internal Page 1 of 3





advance when a non-emergency service outage is required to implement an enhancement or change.

## 4. Incident/Service Request Management & Response Time

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

Email Assistance : <u>datacenter@bcc.gov.bd</u>; support@bcc.gov.bd

Online Support : support.bcc.gov.bd

BCC is committed to provide an exceptional level of support for the whole life cycle of Customer services. BCC's **Support Service** will be available from 09:00 to 17:00 during weekdays except government holidays to respond critical and non-critical issues that the Customer might be experiencing with their 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	30	6
P2	High	30	10
Р3	Medium	60	24
Ρ4	Low	120	48

Notes on Priority Definitions:

Priority	Description
Critical /	The Incident has caused a stoppage, or has the potential to cause a stoppage on all
Major	or majority of the services being provided by the National Data Center.
	The Incident has resulted in a work stoppage and has significantly impaired the user's
High	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.
1	The Incident has not impeded or disrupted the service and is more of an inconvenience,
Low	or all incidents that don't fit the Medium, High or Critical Definition.

## 5. Service Continuity

BCC does not provide any service continuity for Computing Service as BCC DR is not built for such purpose. Service Continuity of customer service solely depends on how customer is planning their infrastructure while taking colocation service. The DR of BCC is only applicable for BCC's internal systems and for certain services which includes Critical Managed Services and VPS services.

## 6. 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:

Classification: Internal





Escalation Level	Role	Name	Mobile	Email
Level1	Business Relationship Manager	Md. Mamun Kabir	01552540140	mamun.kabir@ bcc.gov.bd
Level2 (After 3 Days of Level 1)	Management Representative	Biswajit Tarapdar	01717687792	biswajit.tarapdar @ bcc.gov.bd
Level3 (After 2 days of Level 2)	Director (National Data Center), Incharge	Engr. Mohammad. Saiful Alam Khan	01713 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.

## 7. Ownership of Data

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.

## 8. Service(s) Fee

Service Fee for **VPS Service** of the NDC is stipulated in **Appendix-3**.

## 9. Dispute Policy

The Customer agrees to be bound by BCC Dispute Policy ("Dispute Policy"), which is hereby incorporated by reference and made a part of this Agreement. Any disputes regarding the service are subject to the Dispute Policy provisions in effect at the time this agreement has been signed. The Customer also agrees that, in the event a dispute arises with any third party, the Customer will indemnify and hold BCC harmless pursuant to the indemnification provision.

## **10.** Revisions of this SLA

This SLA will be in effect indefinitely but may be superseded by a revised SLA, at the discretion of BCC, at any time. All revisions to this SLA will be announced by email and official letter to the Customer at least one month before the change is to go into effect.

## 11. 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 files that found on Customers data.

## **12. Special Notices**

Any notices required to be given under this Agreement by BCC will be deemed to have been given if delivered in accordance with the contact information the Customer has provided.



**KYC Form** 



A. Organization Details Organization Type Project Name (if required) Customer Organization Name Ministry/Division Name Web URL of Customer Organization	:::::::::::::::::::::::::::::::::::::::	Revenue	or	Project
<ul> <li>B. Service Owner Details</li> <li>Service Name</li> <li>Service Owner Name</li> <li>Designation</li> <li>NID Number</li> <li>Verification Number</li> <li>Email</li> <li>Phone (Official)</li> <li>Signature &amp; Seal</li> </ul>	:::::::::::::::::::::::::::::::::::::::			
C. Billing & Administrative Details Primary Billing Contact Name Designation Email Phone (Official) Mobile Phone	::			
Secondary Billing Contact Name Designation Email Phone (Official) Mobile Phone	: : : :			
<b>D. Technical Details</b> <b>Primary Technical Contact Name</b> 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.



## **Managed Database Service**



#### Appendix- 4(D)

#### **Service Description**

Database is one of the key components of the IT infrastructure of any organization. BCC provides Managed Database Service to the organizations with High Availability (HA). Database commissioning will be completed by BCC personnel. Deliverables after commissioning will include the databases/schemas with access credentials. All remote access to the database will be secured through SSL VPN users. Database administration related support will be provided as per requirement. Regular maintenance activity including backup, auditing, housekeeping, patching, and upgrading, will be performed by BCC personnel. No application data will be accessed or modified by the BCC personnel during any type of support. Backup retention is seven days. For longer backup retention and recoverability, a subscription to the backup service is required. Standard database auditing will be ensured.

Serial No	Package Name	Package Description	Service Charge (Monthly) in BDT Excluding VAT & TAX
01.	Basic	Shared (Maximum Database/Schema size 10GB)	15000.00
		Additional Database Storage – Per GB	100.00
02.	Standard	Dedicated-Single Server Per Core (Maximum Database Size: 500GB) *Bring your own license	15000.00
		Additional Database Storage – Per GB	100.00
03.	Advanced	Dedicated-HA Server Per Core (Maximum Database Size: 1TB) *Bring Your Own License	20000.00
		Additional Database Storage – Per GB	100.00
04.	Premium	Dedicated-HA Server Per Core with DR (Maximum Database Size: 1TB) *Bring Your Own License	30000.00
		Additional Database Storage – Per GB	100.00

#### **Managed Database Service Packages**





Appendix- 4(D)

## **Technical Information Form**

#### **Customer Detail**

Organization Name	
Ministry	

#### **Technical Requirement Detail**

Package Name	🗆 Basic 🗆 Standard 🗆 Advanced 🗆 Premium
Database Type	
	*Note: Please specify OEM name like Oracle / MySQL /SQL
	Server etc.
Additional Storage	🗆 Yes 🗆 No
Required?	*Note: Need to fill up DB Storage Requirement Form.
Number of Databases	
Name of the Databases	
Number of Schemas/Users	
Name of the Schemas/Users	
Number of CPU cores	
	*Note: Applicable for Standard, Advanced & Premium
	packages

#### Remarks

\* I hereby declare that, all the details mentioned above are in accordance with the truth and fact as per my knowledge and I hold the responsibility for the correctness of the above-mentioned particulars.

#### Signature with Seal

Date: .....