

A. Organization Details

Organization Type : ☐ Revenue or ☐ Project

Project Name (if Required) :

Customer Organization Name :

Ministry/Division Name :

Web URL of Customer Organization :

B. Service Owner Details

Service Name

Service Owner Name :

Designation :

NID Number :

Voucher Number :

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.

Bangladesh Computer Council (BCC)

NDC Request Based Service

Frame Agreement

This document constitutes an agreement (herein after called "Frame Agreement") made on the _____ day of _____, 2020 between:

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

And

(Please fill up)

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 **Request Based Data Center Service Catalog** 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 abide by the following document as affixed with this agreement:

1. General Terms and Condition;
2. Service Fee Schedule;

On the other hand, as a Service Provider BCC will comply with the commitments depicted in the Service Level Agreement (SLA).

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 government applications or transfer any user rights (including licenses) offered under it.

1st Party (BCC as Data Center Service Provider)

Name:

Designation:

Signature with Seal:

2nd Party (Representative of Government Organization as Customer)

Name:

Designation:

Signature with Seal:

General Terms and Conditions

By entering into the Client Agreement, the Client confirms that they have read, understood, accepted and agrees with the General Terms and Conditions and undertakes to fulfill the obligations set out in the General 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 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);
- 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.

2. Communication between the Parties

- 2.1. Communication between the Parties shall take place through the contacts indicated in the Service Level Agreement;
- 2.2. 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 subscription 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:

- 3.1. If the Customer fails to comply with the General terms and conditions and SLA;
- 3.2. If the information system of the subscriber generates any malware or virus or worm or malicious code;
- 3.3. If the information system of the subscriber generates inbound or outbound DDoS traffic;
- 3.4. If the information system of the subscriber generates unexpectedly high traffic packet;
- 3.5. If the information system of the subscriber interrupts other hosted services in the data center;

- 3.6. 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.

4. Billing & Metering

Refer to Appendix A for Service Fee and metering process.

5. Rights and Obligations of the Parties

5.1. 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.

5.2. Obligations of the Client

- 5.2.1. 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;
- 5.2.2. All installed applications and operating systems are properly licensed Govt. application;
- 5.2.3. Servers are sufficiently protected from any type of internet threats;
- 5.2.4. No illegal content is hosted on the servers;
- 5.2.5. No ports are opened that could negatively affect the stability of the VDC system;
- 5.2.6. No illegal applications are installed;
- 5.2.7. Use the Services in accordance with the Agreement, the General Terms and Conditions, the legislation and good practices;
- 5.2.8. 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;
- 5.2.9. 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;
- 5.2.10. 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;
- 5.2.11. 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;

5.2.12. Servers are not misused through the non –use or the use of only simple passwords;

5.2.13. 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.

5.3. Rights of BCC

5.3.1. 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.;

5.3.2. 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;

5.3.3. 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.

5.3.4. 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.

6. Confidentiality and Data Protection

6.1. 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;

6.2. 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.

7. 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.

8. 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 VPS environment.

Appendix - A

জাতীয় ডাটা সেন্টার প্রদত্ত সেবার ফি

(National Data Center Service Fee)

☐ Request Based Service

সেবার নাম (Service Name)	প্যাকেজের নাম (Package Name)	প্যাকেজের ববিরণ (Package Description)	প্রস্তাবিত ফি (মাসিকি) (Proposed Fee: Monthly)
Web Hosting Service (Linux)	Basic	10 GB, LAMP, UL BW, DB Size: 2 GB	3500.00
	Standard	15 GB, LAMP, UL BW, DB Size: 5 GB	4500.00
	Advanced	25 GB, LAMP, UL BW, DB Size: 10 GB	6000.00
Web Hosting Service (Microsoft)	Basic	10 GB, IIS+MSSQL, UL BW, DB Size: 1 GB	8000.00
	Standard	20 GB, IIS+MSSQL, UL BW, DB Size: 3 GB	10500.00
	Advanced	30 GB, IIS+MSSQL, UL BW, DB Size: 5 GB	12500.00
Application Hosting Services (Linux)	Basic	25 GB, LAMP, UL BW, DB Size: 10 GB, HA	5000.00
	Standard	50 GB, LAMP, UL BW, DB Size: 20 GB, HA	7000.00
	Advanced	25 GB, NGINX, UL BW, DB Size: 10 GB, HA	5000.00
	Premium	50 GB, NGINX, UL BW, DB Size: 20 GB, HA	7000.00
Application Hosting Services (Microsoft)	Basic	10 GB, IIS+MSSQL, UL BW, DB Size: 20 GB	10500.00
	Standard	30 GB, IIS+MSSQL, UL BW, DB Size: 50 GB	21000.00
VPS	Basic	2 vCPU, 4 GB RAM, 100 GB Storage	5000.00
	Standard	4 vCPU, 8 GB RAM, 200 GB Storage	10500.00

	Advanced	4 vCPU, 12 GB RAM, 300 GB Storage	15500.00
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সেবার নাম (Service Name)	প্যাকজেরে নাম (Package Name)	প্যাকজেরে ববিরণ (Package Description)	প্রস্তাবিত ফি (মাসিক) (Proposed Fee: Monthly)
	Premium	8 vCPU, 16 GB RAM, 500 GB Storage	21000.00
Load Balancer	Basic	1 vCPU, 2 GB RAM, 50 GB Storage	3500.00
	Standard	2 vCPU, 4 GB RAM, 50GB Storage	6000.00
	Advanced	4 vCPU, 8 GB RAM, 50 GB Storage	8000.00
IBM Lotus Domino	Basic	100 Accounts, 500 MB - 2 GB ea	26000.00
	Standard	300 Accounts, 500 MB - 2 GB ea	63000.00
	Advanced	500 Accounts, 500 MB - 2 GB ea	105000.00
Zimbra Email	Basic	150 Accounts, 500 MB - 2 GB ea	15500.00
	Standard	300 Accounts, 500 MB - 2 GB ea	31500.00
	Advanced	500 Accounts, 500 MB - 2 GB ea, Delegated Domain Administration	52500.00
Oracle	Basic	1 Schema, 10 GB, HA	52500.00
	Standard	3 Schema, 20 GB, HA	105000.00
	Advanced	5 Schema, 30 GB, HA	157500.00
MySQL	Basic	1 Database, 10 GB, HA	10500.00
	Standard	3 Database, 20 GB, HA	15500.00
	Advanced	5 Database, 30 GB, HA	21000.00
	Premium	5 Database, 50 GB, HA	26000.00
Microsoft SQL Server	Basic	1 Schema, 10 GB, FC	21000.00
	Standard	3 Schema, 20 GB, FC	26000.00
	Advanced	5 Schema, 30 GB, FC	31500.00
	Premium	5 Schema, 50 GB, FC	36500.00
Backup Services	Basic	50 GB, On Demand Data Backup	2600.00
	Standard	100 GB, On Demand Data Backup	5000.00
File Server Storage	Basic	Maximum 5 GB/User, 20 Users	5000.00

সবোর নাম (Service Name)	প্যাকজেরে নাম (Package Name)	প্যাকজেরে ববিরণ (Package Description)	প্রস্তাবতি ফি (মাসকি) (Proposed Fee:
	Standard	Maximum 10 GB/User, 30 Users	10500.00
	Advanced	Maximum 12 GB/User, 50 Users	15500.00
Rack Unit Allocation Services	Basic	2U, Redundant Power, IPSec VPN, KVM Access, 1 IP	10500.00
	Standard	4U, Redundant Power, IPSec VPN, KVM Access, 2 IP	21000.00
	Advanced	8U, Redundant Power, IPSec VPN, KVM Access, 4 IP	42000.00
	Premium	16U, Redundant Power, IPSec VPN, KVM Access, 8 IP	84000.00
Rack Space Allocation Services *	Basic	42U, 600*800 mm, 32A, 2 Industrial Socket	262000.00
	Standard	42U, 600*1000 mm, 32A, 2 Industrial Socket	262000.00
Implementation of Reference Architecture	Basic	1 LB, 1 NFS-500GB, 3 APP, 1 DB	2100.00
	Standard	2 LB, 1 NFS-1 TB, 5 APP, 2 DB	2100.00

Application Hosting Service Service Level Agreement

1. Description of this Service Level Agreement

This Service Level Agreement ("SLA") sets forth the terms and conditions for having the Application Hosting 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 term's and condition's 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. Application Hosting Service

BCC provides physical spaces for National Data Center of BCC for hosting service. NDC provides two kinds of hosting services to its Customer like application hosting and web hosting services. Both hosting service based on Microsoft and Linux platform. NDC provides hosting services in **Basic, Standard, Advance & Premium** categories.

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 or storage infrastructure which is not part 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

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:

Online Support : support.bcc.gov.bd
Email Assistance : datacenter@bcc.gov.bd; datacenter@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 to 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	30	6
P2	High	30	10
P3	Medium	60	24
P4	Low	120	48

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.

5. Service Continuity

BCC does not provide any service continuity for Application 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 Application Hosting 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:

Escalation Level	Role	Name	Landline	Mobile	Email
Level1	Business Relationship Manager	Biswajit Tarapdar	+88-02-5500 6840	+88-01717-687792	biswajit.tarapdar@bcc.gov.bd
Level2 (After 3 Days of Level 1)	Management Representative	Hasan Uj Jaman	+88-02-5500 6840	+88-01760-403336	hasan.jaman@bcc.gov.bd
Level3 (After 2 days of Level 2)	Director Data Center	Tarique M Barkatullah	+88-02-5500 6840	+88-01670-974703	tarique.barkatullah@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 **Application Hosting Service** of the NDC is stipulated in **Appendix-A**.

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.

Appendix - 4

Application Hosting Service: Technical Information Form

Sl.	Features	Value
1.	Application Hosting Service (Linux)	Application Hosting Service
		Basic: 25 GB, LAMP, UL BW, DB Size: 10 GB, HA
		Standard: 50 GB, LAMP, UL BW, DB Size: 20 GB, HA
		Advance: 25 GB, NGINX, UL BW, DB Size: 10 GB, HA
2.		Premium: 50 GB, NGINX, UL BW, DB Size: 20 GB, HA
3.	Application Hosting Service (Microsoft)	Basic: 10 GB, IIS+MSSQL, UL BW, DB Size: 20 GB
		Standard: 30 GB, IIS+MSSQL, UL BW, DB Size: 50 GB
4.	NDC Network Access	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Security Zone Requirement	<input type="checkbox"/> DMZ <input type="checkbox"/> Database <input type="checkbox"/> App Zone <input type="checkbox"/> KVM/MGMT/iLO <input type="checkbox"/> NMS
6.	IP Requirement	Public IP (Maximum 8): Private IP:
7.	Installation	Shall be completed by Customer, any requirement of cable from BCC devices to customer devices shall be borne by the customer
8.	BCC Commissioning Support	Necessary support will be provided as required during installation activities of customer. During the activity a representative of BCC will be there always to coordinate and support.
9.	Compliance	Customer shall support NDC during their activity as informed that is relevant with the compliance of following NDC standards: <ul style="list-style-type: none"> • ISO 20000 • ISO 27001 • TIA 942
10.	Resource Access	Remote access to resources is available provided that customer's devices have management ports and NDC IP configured on those. All remote access is possible after proper authentication of IPSec VPN users provided to the Customer.

11.	Other Information	<p>The Customer must register for their Domain Name to corresponding agency. During registration of the domain name, the Customer can use the DNS address of the Service Provider (BCC) which is:</p> <ul style="list-style-type: none"> • Primary DNS: 103.48.17.17 (dns1.bcc.gov.bd) • Secondary DNS: 43.229.12.12 (dns2.bcc.gov.bd)
12.	Post Implementation Support	<ul style="list-style-type: none"> • On request physical reboot of customer devices • Support to ensure availability of power, cooling and network into customer devices