

United Nations Children's Fund UNICEF House Achrafieh , Sodeco , Petro Tra BEIRUT 5902-11 Lebanon

Telephone Facsimile Email beirut@unicef.org http://www.unicef.org/lebanon

REQUEST FOR PROPOSAL

LRFP-2024-9190496

04 June 2024

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Tender for the provision of Information technology infrastructure for MEHE in Lebanon.

Proposals should be sent by email ONLY to (lebtender@unicef.org) not later than 12:00h, 26 June 2024.

IMPORTANT - ESSENTIAL INFORMATION

The Request for Proposal for Services form must be used when replying to this invitation. You are welcome to enclose your own specifications, if necessary.

Proposals must be sent ONLY to lebtender@unicef.org.

The reference LRFP-2024-9190496 must be shown in the subject email.

Proposals must be sent in two separate emails: one email for the technical proposal and one email for the financial proposal.

- Email for technical proposal:

Subject line of the email must indicate: RFPS number- name of your company- technical proposal. The email must include: The technical proposal. The technical proposal does not contain prices.

-Email for price proposal:

Subject line of the email must indicate: RFPS number- name of your company- price proposal. The email must include: The price proposal.

Proposals sent in another manner will be invalid.

It is important that you read all the provisions of the Request for Proposal for Services to ensure that you understand and comply with the UNICEF's requirements. Note that failure to submit compliant proposals may result in invalidation of your proposal.

Please note that any inquiries related to this request will be acceptable through e-mail ONLY (arimlawi@unicef.org & sselwan@unicef.org) and will not be considered through phone calls. Kindly make sure that the e-mail mentions the LRPS reference number: LRFP-2024-9190496.



THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

/an Mar.

Ahmad Rimlawi

(To be contacted for additional information, NOT FOR SENDING OFFERS)

Èmail: arimlawi@unicef.org

Verified By:

Sibylle Selwar OIC S&A-94-2024

Sibylle Selwan



BID FORM

This form must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this INVITATION.

TERMS AND CONDITIONS OF CONTRACT

Any Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION

Any request for information regarding this INVITATION must be forwarded by email to the attention of the person who prepared this document, with specific reference to the Invitation number.

The Undersigned, having read the Terms and Conditions of INVITATION No. LRFP-2024- 9190496 set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Curre	ncy of Proposal:		
Valid	ity of Proposal:		
10 Da	e indicate which of the following Early Payment Discount Terms are offered by yours 3.0% 15 Days 2.5% 20 Days 2.0% 30 Days N	u: Iet	_
The u	<u>Declaration</u> ndersigned, being a duly authorized representative of the Company, represents and	l declares th	at:
1.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud		
	b. corruption		
	c. conduct related to a criminal organisation		
	d. money laundering or terrorist financing		
	e. terrorist offences or offences linked to terrorist activities		
	f. sexual exploitation and abuse:		
	g. child labour, forced labour, human trafficking		
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).		
		•	•

[#]Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.



2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (creating a shell company).	
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) (being a shell company).	



The UNICEF reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature:	
Date:	
Name and Title:	
Name of the Company:	
UNGM #:	
Postal Address:	
Email:	



Item No Item Description Quantity/Unit Unit Price Amount

SCHEDULE NO: 1 ED

00010 1 Perf. unit

As per attached TOR;

This tender is open for local companies based in Lebanon only;

Delivery date is 30 August 2024;

Bidders can bid for one or more LOTs;

Incoterms & Delivery Requested Packing	Lead Time &	Related Charges
Unit: Dimensionxxcm	Weightkg	Volumecbm
Total: Dimensionxxcm	Weightkg	Volumecbm



SPECIFIC TERMS AND CONDITIONS

A. UNICEF SPECIAL TERMS AND CONDITIONS

1.0 PROCEDURES AND RULES

1.1 Organizational Background

UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behaviour towards children. UNICEF's role is to mobilize political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

1.1.1 UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices world-wide. UNICEF also has a research Centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF's 37 committees raise funds and spread awareness about the organizations mission and work.

1.2 Purpose of the Request for Proposal:

The purpose of this RFP is to invite proposals for Information technology infrastructure for MEHE in Lebanon.

1.3 Forecast Schedule

The schedule of the contractual process is as follows:

- a) Closing date and time for submission of full proposal: 12:00 hours, 26 June 2024.
- b) Questions to be received latest by: 10 June 2024
- c) Estimated date of Signature of contract: 10 July 2024.

1.4 RFP Change Policy

All requests for formal clarification or queries on this RFP must be submitted in writing to the following e-mails: sselwan@unicef.org, arimlawi@unicef.org. Please make sure that the e-mail mentions the RFP reference number: LRFP-2024-9190496

Only written inquiries will be entertained. Written response (including an explanation of the queries without identifying the sources) will be sent to all the bidders that have received the solicitation document.

Erasures or other corrections in the proposal must be explained and the signature of the applicant shown alongside. All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal or state the changes from the original proposal. Proposals may be withdrawn on written request received from Proposers prior to the opening time and date. Proposers are expected to examine all instructions pertaining to the work. Failure to do so will be at Proposer's own risk and disadvantage.

1.5 LRFP Response Format

Full proposals should be submitted in ENGLISH and must be received no later than 12:00 hours on 26.06.2024 by email ONLY to (lebtender@unicef.org) as specified below.

Proposals sent by email ONLY to (lebtender@unicef.org) must be sent in two separate emails: one email for technical proposal and one email for financial proposal.



- Email for technical proposal:

Subject line of the email must indicate: RFPS number- name of the company- technical proposal.

The email must include: The technical proposal. The technical proposal does not contain prices.

-Email for price proposal:

Subject line of the email must indicate: RFPS number- name of the company- price proposal.

The email must include: The price proposal.

Emails sent to another e-mail address will be invalid.

cloud link is not acceptable for technical and financial proposal

Proposals received in any other manner will be invalidated.

Offers delivered at a different address or in a different form than prescribed in this LRFP, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected. Any delays encountered in the mail delivery will be at the risk of the Proposer.

All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

The Proposer must also provide sufficient information in the proposal to address each area of the Proposal Evaluation Criteria as presented in this document to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.6 Proposer's Response

1.6.1 Formal submission requirements

The formal submission requirements as outlined in this Request for Proposal for Services must be followed, e.g. regarding form and timing of submission, marking of the envelopes, no price information in the technical proposal, etc.

1.6.2 Bid Form

The completed and signed Bid form must be submitted together with the proposal.

1.6.3 Mandatory criteria

All mandatory (i.e. must/have to/shall/will) criteria mentioned throughout this Request for Proposal for Services have to be addressed and met in your proposal.

1.6.4 Technical Proposal

The technical proposal should address all aspects and criteria outlined in this Request for Proposal for Services, especially in its statement of work, terms of reference and evaluation criteria of this Request for Proposal for Services. However, all these requirements represent a wish list from UNICEF. The Proposers are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

1.6.5 Price Proposal

The price proposal should be as per but not limited to the requirements contained in the statement of work and terms of reference of this Request for Proposal for Services.



1.7 Confidential Information

Information, which the Proposer considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

1.8 Rights of UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Proposer who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal. The Proposer agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the Proposer(s);
- request additional supporting or supplementary data (from the Proposer(s));
- arrange interviews with the Proposer(s);
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- contact any number of candidates as required to achieve the overall evaluation objectives.
- 1.9 Proposal Opening: No public opening will take place.

1.10 Proposal Evaluation

After the opening of proposals, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the Contracting Centre where the commercial evaluation will be done of proposals that have reached the minimum technical score required.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFP. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFP, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

Technical evaluation criteria:

Composed of 60 points; Minimum successful score for the technical evaluation is 40 points;

The responses to the LRFP will be evaluated against the technical evaluation criteria as per the attached Terms of Reference.

Total Maximum for technical proposal is 60 Points.

Only proposals which receive a minimum of 40 points will be considered further.

The evaluation criteria will be a split between technical and commercial scores (60/40).

Technical scores to be given based on the above-mentioned desired deliverables, whereas commercial



scores will relate to price.

The total amount of points allocated for the price component is 30. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = [Max. score for price proposal (40 Points) * Price of lowest priced proposal] / Price of proposal X

Total obtainable Technical and Price points: 100

UNICEF will award the contract to the vendor whose response is of high quality, clear and meets the projects goals, including:

The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria.

The Proposers should ensure that all pricing information is provided in accordance with the following: The currency of the proposal shall be in **USD**, Invoicing will be in the currency of the proposal. The Proposer will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

1.11 Property of UNICEF

This RFPS, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal the Proposer will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFPS.

1.12 Validity

Proposal must be valid for a minimum of ninety (90) days from the date of opening of this RFPS and must be signed by an authorized representative of the legal entity submitting the proposal. Proposers are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.13 Full right to use and sell

The Proposer warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF rights to use, sell, dispose of or, otherwise, deal with any service or outcome that may be acquired under any resulting Contract.

1.14 Payment Terms

Payment will be made only upon UNICEF's acceptance of the work performed. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include any offered discounts based on earlier payment, if available. The proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

1.15 Contractual Terms and Conditions

The UNICEF General Terms and Conditions for Services are attached and will form part of any contract resulting from this RFPS.





INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING PROPOSALS

- 1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7, 1.8 and/or 1.9 should then be followed accordingly.
- 1.2 The Bid Form/Request for Proposal for Services Form must be signed, and submitted together with the Proposal. The Bid Form/Request for Proposal for Services Form should be signed by the duly authorized representative of the submitting company.
- 1.3 Proposals must be clearly marked with the RFP(S) number and the name of the company submitting the Proposal.
- 1.4 Proposers should note that Proposals received in the following manner will be invalidated:
- a) with incorrect (as applicable) postal address, email address or fax number;

- b) received after the stipulated closing time and date; c) failure to quote in the currency(ies) stated in the RFP(S); d) in a different form than prescribed in the RFP(S).
- Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP(S), paying particular attention to its schedules/Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/goods need.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

- 1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference/Statement of Work for this
- 1.7 Sealed Proposals (as applicable)
- 1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.
- 1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP/RFPS. Proposals not sent in this manner will be disqualified.
- 1.7.3 They must be clearly marked as follows:
- * Outer sealed envelope:

Name of company [RFP(S) NO.] [NAME OF UNIT & UNICEF OFFICE ADDRESS]

- * Inner sealed envelope Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number technical proposal
- * Inner sealed envelope Price Proposal (1 original and 2 copies): Name of company, RFP(S) number price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

1.7.4 In case of any discrepancy between an original and a copy, the original will prevail.

- 1.7.5 Any delays encountered in the mail delivery will be at the risk of the Proposer.
- 1.8 Faxed Proposals (as applicable)
- 1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.
- 1.8.2 Faxed Proposals must be returned to the ONLY ACCEPTABLE FAX NUMBER for Proposals as specified in this RFP(S) Document. Proposers should note that Proposals received at any other fax number will be invalidated.

No price information should be provided in the Technical Proposal.

- 1.9 E-mailed Proposals (as applicable)
- 1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.
- 1.9.2 All e-mailed Proposals must be submitted to the ONLY ACCEPTABLE E-MAIL ADDRESS as specified in this solicitation document. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Proposals not sent in this manner will be disqualified.
- 1.9.3 All Proposals submitted by e-mail must be submitted as email attachments. The Technical Proposal and Price Proposal must be sent as separate attachments and clearly indicated as such in the file name (e.g. Company ABC Technical Proposal, Company ABC Price Proposal). Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

2. OPENING OF PROPOSALS

- 2.1 Proposals received prior to the stated closing time and date will be kept unopened. UNICEF will open Proposals when the specified time has arrived and no Proposal received thereafter will be considered.
- 2.2 UNICEF will accept no responsibility for the premature opening of a Proposal which is not properly addressed or identified.
- 2.3 In cases when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFP(S) documents.

3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace(UNGM). Accordingly, all proposers are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: www.ungm.org

4. AWARD NOTIFICATION

4.1 UNICEF reserves the right to make a public notification of the outcome on an RFP(S) advising product/service, awarded supplier and total value of award.



GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

- 1.1 In these General Terms and Conditions (Goods), the following terms have the following meaning:
- "Affiliates" means, with respect to the Supplier, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Consignee" means the consignee designated in the Contract.

"Contract" means the purchase contract that incorporates these General Terms and Conditions (Goods). It includes purchase orders issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Goods" means the goods specified in the relevant section of the Contract.

"Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most-recently issued at the effective date of the Contract. References in the Contract to trade terms (such as "FCA", "DAP" and "CIP") are references to those terms as defined by the INCOTERMS.

"Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

Supplier's "Personnel" means the Supplier's officials, employees, agents, individual sub-contractors and other representatives.

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

- 1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct, and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Supplier, are publicly available on the UNICEF Supply Website. The Supplier represents that it has reviewed all such policies as of the effective date of the Contract.
- 2. Delivery; Inspection; Risk of Loss
- 2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERM, the Supplier will obtain any export licences required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with therequirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.
- 2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Supplier. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding

any other provision of the Contract.

2.3 The Supplier acknowledges that UNICEF may monitor the Supplier's performance under the Contract. The Supplier agrees to provide its full cooperation with such performance monitoring, at no additional cost or expense to UNICEF, and provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed delivery status, costs to be charged and payments made by UNICEF or pending.

Inspection

2.4 UNICEF or the Consignee (if different from UNICEF) will have a reasonable time to inspect the Goods after delivery. At UNICEF's request, the Supplier will provide its reasonable cooperation to UNICEF or the Consignee with regard to such inspection, including but not limited to access to production data, at no charge. The Supplier acknowledges that any inspection of the Goods by or on behalf of UNICEF or the Consignee does not constitute a determination that the specifications for the Goods set out in the Contract (including the mandatory technical requirements) have or have not been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not UNICEF or the Consignee carries out an inspection of the Goods.

Delivery not Acceptance; Consequences of Delayed Delivery and Non-conforming Goods

- 2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Consignee by the delivery date(s) stipulated in the Contract, the Supplier will (a) immediately consult with UNICEF to determine the most expeditious means for delivering the Goods; and (b) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to force majeure as defined in Article 6.7 below), if reasonably requested by UNICEF to do so. Partial deliveries of Goods will not be accepted unless prior written approval for such partial delivery has been given by UNICEF to the Supplier.
- 2.6 Delivery of the Goods will not constitute acceptance of the Goods. If some or all of the Goods do not conform to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the Goods (or any part of the Goods) in accordance with the agreed delivery dates and delivery terms and instructions, UNICEF may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights under the Contract at UNICEF's option:
- (a) UNICEF can reject and refuse to accept any or all of the Goods (including those that do conform to the Contract). If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at UNICEF's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality (and will be responsible for all costs related to such replacement) or UNICEF may exercise its other rights set out below;
- (b) UNICEF may procure all or part of the Goods from other sources, in which case the Supplier will be responsible for any additional costs beyond the balance of the Price for such Goods;
- (c) Upon UNICEF's demand, the Supplier will refund all payments (if any) made by UNICEF in respect of the rejected Goods or the Goods that have not been delivered in accordance with the delivery dates and delivery terms;
- (d) UNICEF can give written notice of breach and, if the Supplier fails to remedy the breach, can terminate the Contract in accordance with Article 6.1 below;
- (e) UNICEF can require the Supplier to pay liquidated damages as set out in the Contract.
- 2.7 Further to Article 11.6 below, the Supplier expressly acknowledges that if, in respect of any consignment, UNICEF takes delivery of all or some of the Goods that have been delivered late or otherwise not in full compliance with the delivery terms and instructions or that are not in full conformity with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late delivery or non-compliant Goods.

Risk of Loss; Title to Goods

- 2.8 Risk of loss, damage to or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or other express terms, the following provisions will apply: (a) the entire risk of loss, damage to or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract; and (b) the Supplier will be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.
- 2.9 Unless otherwise expressly provided in the Contract, title in and to the Goods will pass from the Supplier to the Consignee upon delivery of the Goods in accordance with the applicable delivery terms



and acceptance of the Goods in accordance with the Contract.

- 3. Price; Invoicing; Tax Exemption; Payment Terms
- 3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, expenses, charges or fees that the Supplier may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Supplier will not request any change to the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.
- 3.2 The Supplier will issue invoices to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) copies of the shipping documents and other supporting documents as specified in the Contract.
- 3.3 The Supplier authorizes UNICEF to deduct from the Supplier's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use, in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Supplier will immediately consult with UNICEF to determine a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar return.
- 3.4 UNICEF will notify the Supplier of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Supplier the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Supplier will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.
- 3.5 UNICEF will pay the uncontested amount of the Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and other supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Supplier will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.
- 3.6 Each invoice will confirm the Supplier's bank account details provided to UNICEF as part of the Supplier's registration process with UNICEF. All payments due to the Supplier under the Contract will be made by electronic funds transfer to that bank account. It is the Supplier's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Supplier of any changes in bank details together with supporting documentation satisfactory to UNICEF.
- 3.7 The Supplier acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Supplier has not performed in accordance with the terms and conditions of the Contract, or if the Supplier has not provided sufficient documentation in support of the invoice.
- 3.8 UNICEF will have the right to set off against any amount or amounts due and payable by UNICEF to the Supplier under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Supplier) owing by the Supplier to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Supplier prior notice before exercising this right of set-off (such notice being waived by the Supplier). UNICEF will promptly notify the Supplier after it has exercised such right of set-off, explaining the reasons for such set-off, provided however that the failure to give such notification will not affect the validity of such set-off.
- 3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Supplier of amounts such audit or audits determine were not in accordance with the Contract

regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

- 4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (a) it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the Goods and to perform its other obligations under the Contract; (c) all of the information concerning the Goods and the Supplier that it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, is true, correct, accurate and not misleading; (d) it is financially solvent and is able to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract; (e) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark; (f) it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with the Goods; and (g) the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations. The Supplier will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.
- 4.2 The Supplier further represents and warrants that the Goods (including packaging): (a) conform to the quality, quantity and specifications for the Goods stated in the Contract (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Contract); (b) conform in all respects to the technical documentation provided by the Supplier in respect of such Goods and, if samples were provided to UNICEF prior to entering into the Contract, are equal and comparable in all respects to such samples; (c) are new and factory-packed; (d) are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF in the Contract; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (f) are free from all liens, encumbrances or other third party claims; and (g) are contained or packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods specified in the Contract (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Contract and applicable law.
- 4.3 The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract; provided that (a) the warranty period for pharmaceutical goods or other perishable products will be no less than the shelf-life of those Goods specified in the Contract; and (b) if no warranty period or shelf-life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the day twelve (12) months after fulfillment of the delivery terms or such later date as may be prescribed by law.
- 4.4 If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to UNICEF (or, at UNICEF's instructions, the Government or other entity that receives the Goods) all manufacturers' warranties in addition to any other warranties under the Contract.
- 4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier's obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.

Indemnification

- 4.6 The Supplier will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to the purchase of the Goods and each Government or other entity that receives the Goods, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by a third party and arising out of the acts or omissions of the Supplier or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation; (b) product liability; and (c) any actions or claims pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the Goods or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the Contract or used by the Supplier, its Personnel or sub-contractors in the performance of the Contract.
- 4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host



Governments), which as between the Supplier and UNICEF, only UNICEF itself (or relevant governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

- 4.8 The Supplier will comply with the following insurance requirements:
- (a) The Supplier will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Supplier's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Supplier's performance of the Contract), including the following:
- Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
- (ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract including, but not limited to, product liability insurance, in an adequate amount to cover all claims arising from or in connection with the Supplier's performance under the Contract. The Supplier's product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall campaigns) sustained by UNICEF or third parties as a result of or relating to the Goods;
- (iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and
- (iv) Such other insurance as may be agreed upon in writing between UNICEF and the Supplier.
- (b) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.
- (c) The Supplier will be responsible to fund all amounts within any policy deductible or retention.
- (d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Supplier's insurance required under this Article 4.8 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coveres.
- (e) The Supplier will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.8.
- (f) Compliance with the insurance requirements of the Contract will not limit the Supplier's liability either under the Contract or otherwise.

Liability

- 4.9 The Supplier will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Supplier's Personnel or sub-contractors in the performance of the Contract.
- 5. Intellectual Property and Other Proprietary Rights; Confidentiality

Intellectual Property and Other Proprietary Rights

- 5.1 Unless otherwise expressly provided for in the Contract:
- (a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that (i) the Supplier develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the
- (b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or

acquired, independently of the performance of its obligations under the Contract. The Supplier grants to UNICEF a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

- 5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:
- (a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors
 who have a need to know such Confidential Information for purposes of performing obligations under the
 Contract; or
- (b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.
- 5.3 If the Supplier receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made the Supplier (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national Government to establish protective measures or take such other action as may be appropriate; and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Supplier's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.
- 5.4 The Supplier may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF; nor will the Supplier at any time use such information to private advantage.

End of Contract

- 5.5 Upon the expiry or earlier termination of the Contract, the Supplier will:
- (a) return to UNICEF all of UNICEF's Confidential Information or, at UNICEF's option, destroy all copies of such information held by the Supplier or its sub-contractors and confirm such destruction to UNICEF in writing; and
- (b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).
- 6. Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of UNICEF

- 6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:
- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or



- (b) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or
- (c) if the Supplier (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (ii) is granted a moratorium or a stay, or is declared insolvent; (iii) makes an assignment for the benefit of one or more of its creditors; (iv) has a receiver appointed on account of the insolvency of the Supplier; (v) offers a settlement in lieu of bankruptcy or receivership; or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Supplier to perform any of its obligations under the Contract.
- 6.3 In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Supplier in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract upon sixty (60) days' written notice to the Supplier without having to provide any justification.
- 6.4 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit (if any) and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that UNICEF may direct in writing, for the minimization of losses and for the protection and preservation of any property (whether tangible or intangible) related to the Contract that is in the possession of the Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.
- 6.5 If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were ordered, requested or otherwise provided prior to the Supplier's receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Supplier's default (including but not limited to cost of the purchase and delivery of replacement or substitute goods).
- 6.6 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract

Force Majeure

6.7 If one Party is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Supplier (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

7. Ethical Standards

- 7.1 The Supplier will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.
- 7.2 (a) The Supplier represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Supplier, or will be offered by or on behalf of the Supplier, any direct or indirect benefit in connection with the Contract including the award of the Contract to the Supplier. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.
- (b) The Supplier represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:
- (i) During the one (1) year period after an official has separated from UNICEF, the Supplier may not

- make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Supplier has participated.
- (ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Supplier, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.
- (c) The Supplier represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Supplier and the selection and awarding of sub-contracts by the Supplier), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.
- 7.3 The Supplier further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.
- 7.4 The Supplier will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Supplier will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.
- 7.5 The Supplier will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website www.ungm.org).
- 7.6 The Supplier further represents and warrants that neither it nor any of its Affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- 7.7 The Supplier represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Supplier to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Supplier represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Supplier, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.
- 7.8 The Supplier will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.
- 7.9 The Supplier acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.
- (a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Supplier with immediate effect upon written notice to the Supplier if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Supplier breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Supplier or any of the Supplier's Affiliates, or (ii) the Supplier or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.
- (b) In the case of suspension, if the Supplier takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Supplier and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Supplier, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Supplier.
- (c) Any suspension or termination under this Article 7 will be without any liability for termination or



other charges or any other liability of any kind.

- 8. Full Cooperation with Audits And Investigations
- 8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Supplier's compliance with the provisions of Article 7 above. The Supplier will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations acress to the Supplier's premises at reasonable times and on reasonable conditions access to the Supplier's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Supplier will require its sub-contractors and its agents, including, but not limited to, the Supplier's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.
- 9. Privileges and Immunities; Settlement of Disputes
- 9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.
- 9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.
- 9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

- 10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail), or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).
- 10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.
- 10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. Other Provisions

- 11.1 The Supplier acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.
- 11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 11.3 The Supplier will be considered as having the legal status of an independent contractor as regards

- UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.
- 11.4 (a) Except as expressly provided in the Contract, the Supplier will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance of its obligations under the Contract.
- (b) In the event that the Supplier requires the services of sub-contractors to perform any obligations under the Contract, the Supplier will notify UNICEF of this. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract
- (c) The Supplier confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Supplier will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Supplier will further cooperate with UNICEF's implementation of this policy.
- (d) The Supplier will be fully responsible and liable for all services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract. The Supplier's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.
- (e) Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (v) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have noliability or responsibility with regard to any of the events referred to in this Article 11.4(d).
- 11.5 The Supplier will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Supplier's rights or obligations under the Contract.
- 11.6 No grant of time to by a Party to cure a default under the Contract, nor any delay or failure by a Party to exercise any other right or remedy available to it under the Contract, will be deemed to prejudice any rights or remedies available to it under the Contract or constitute a waiver of any rights or remedies available to it under the Contract.
- 11.7 The Supplier will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.
- 11.8 The Supplier will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Supplier and its Personnel and sub-contractors, the Supplier will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the written permission of UNICEF.
- 11.9 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.
- 11.10 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Supplier will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.
- 11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2, 11.4(e), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.

No	Item	Quantity	Cost Estimate	Total Estimate
HCS01	Full Hyper Converged Data Center solution	1		
HCS02	GPU Node	2		
HCS03	Two top Of Rack Switch	2		
HCS04	Management Switch	1		
HCS05	Tape Library Autoloader	1		
HCS06	NAS Appliance	1		
HCS07	Proxy Server	1		
HCS08	Backup Software	1		
HCS09	Labor	1		
			Total	\$ -

Technical Specification and Profile Requirements for

The Provision of a Hyperconverged Infrastructure (HCI) Environment for the Ministry of Education and Higher Education

LOT 3.2

Annex I Schedule of Requirements

No.	Item	0	Final Duantity Destination	Delivery date (Number of days from Contract Signature)	
		Quantity	Destination	Earliest Delivery Date	Latest Delivery Date
HCS01	Full Hyper Converged Data Center solution	1	МЕНЕ-HQ	4 weeks	6 weeks
HCS02	GPU Node	2	МЕНЕ-HQ	4 weeks	6 weeks
HCS03	Top Of Rack Switch	2	МЕНЕ-HQ	4 weeks	6 weeks
HCS04	Management Switch	1	MEHE-HQ	4 weeks	6 weeks
HCS05	Tape Library Autoloader	1	MEHE-HQ	4 weeks	6 weeks
HCS06	NAS Appliance	1	МЕНЕ-HQ	4 weeks	6 weeks
HCS07	Proxy Server	1	MEHE-HQ	4 weeks	6 weeks
HSC08	Backup Software	1	МЕНЕ-HQ	4 weeks	6 weeks
HSC09	Labor	1	МЕНЕ-HQ	4 weeks	6 weeks

Place of delivery: As indicated in the Schedule of Requirement for each Item.

- Ministry of Education and Higher Education (MEHE), Beirut, Lebanon.

Name of Bidder:	
Signature of Bidder:	

TECHNICAL SPECIFICATIONS SHEETS

Full Hyper Converged Data Center solution – HCS01

Brand name & Model Number:		
Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
General Condition		
The proposed solution must be a fully hyper converged solution (hardware and software) and not a reference architecture (not software + HCI-ready hardware)		
All of the solution components (x86 servers, storage fabric, data protection, management and virtualization) must be tested, engineered, integrated, and sold by the same vendor.		
The proposed solution must allow heterogeneous growth capabilities (the solution must tolerate a growth in terms of storage and/or computing power based on customer needs)		
Caching should be proposed using enterprise SSDs or NVMEs. Or any special caching card or similar technology.		
The Cluster should host a minimum of 100 virtual machines		
Persistent Storage should assume deduplication and/or compression in the Usable storage calculations.		
The solution must support:		
(a)- inline and/or post-process compression		
(b)- inline and/or post-process deduplication		
(c)- erasure coding (network Raid 5 and Raid 6) if it exists		
The cluster needs to support the ability to lose a complete node without losing data.		

Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
The design needs to replicate the above requirements for each Datacenter and to provide N+1 redundancy for the Cluster at each Datacenter (on compute, storage and network components: no SPOF).		
The solution must tolerate losing minimum 1 node in each site without affecting the Usable figures above.		
Out of Band Management across all components of the		
The solution must have the ability to present its elastic storage services to VMs, and External physical servers as: - Block storage iSCSI or NFS, and / or File storage via NFS and SMB protocols		
The solution must include container deployment as follows:		
 Must be able to provide elastic storage services to containers. Must provide a native Container Management and orchestration and clustering solution compatible with 		
The solution must support simplified software update/upgrade (storage software, hypervisor, hardware, management) with zero down-time (which mean to commit on the usable agreed CPU, RAM & Storage capacity)		
Real-time and historical monitoring and Alerting capabilities for the whole cluster and all its components.		
To comply with data security compliance regulations, to keep defective hard drives (HDDs or SSDs) that require replacement.		
Vendor to replace any failed disk during warranty, even if failure is due to SSD drives		
SOLUTION REQUIREMENTS AND SPECIFICATIONS		
144 Cores in total, per cluster. The bidder should provide detailed figures of assumed overheads, and physical to Usable mapping.		

Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
9.216 TB of Memory in total, per cluster. The bidder should provide detailed figures of assumed overheads, and physical to Usable mapping.		
Persistent Storage should be at least 300TB useable (after compression and deduplication), spread over the whole cluster even after one node failure, after excluding the Hypervisor, Storage Stack, and Network Stack Overheads. Build on all flash solution/ NVME drives with a raw capacity of minimum of 360TB per cluster, to propose the needed RAW capacity that can deliver a useable capacity of 300TB after compression and deduplication as indicated above. The bidder must provide detailed figures of assumed overheads and physical to useable mapping. Any benefit from the data reduction will be as an extra capacity for future scale and use.		
NODE REQUIREMENTS AND SPECIFICATIONS		
Two CPU sockets, with the following specifications or above: (a)- Intel Xeon. (Ice lake) (b)- 18 MB cache memory per CPU. (c)- 2.1 GHz clock per CPU.		
 - 4x10GE network ports FC - One dedicated management port Hot pluggable redundant power supply (220V) - Redundant fan modules. - Racking Rail Kits, Cable Management Arm. All needed data and power cabling. 		
3 years 24x7 support contract with 8 hours hardware replacement including weekends and holidays. The Support should be onsite and done by local partner.		
STORAGE SOFTWARE REQUIREMENTS		

Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Single management interface for storage management, virtualization management, data protection, and hardware and firmware management.		
The contractor should ensure the replication/migration of the existing data between sites		
Local data protection License for snapshots should be included for all the provided capacity.		
The solution must support Snapshot, Replication, deduplication, compression or equivalent and encryption at rest either by software or by HW (SED) Drives. If license is needed, it must be included as well.		
Storage solution should support virtualization technologies.		
DATA REPLICATION		
The solution must provide native Synchronous and incremental asynchronous (up to 5 min RPO) replication across sites. The possibility to replicate one or more VM to a public cloud (not only backup to cloud)		
The replication mechanism should support de-duplication and compression without needing to restart replication from scratch in case of link failure.		
Remote data replication licenses should be included for all the provided capacity.		
The data replicated should be encrypted in transit and to propose the needed licenses.		
Failover and failback must be automated through blue-print automation capabilities. Bidder must offer necessary software.		
The solution must be configured with N+1 protection		
VIRTUALIZATION SOFTWARE		

Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Compute and storage virtualization software should be proposed for all the Nodes available in this solution, license should cover the ability to run unlimited number of VMs on each of the nodes (as much as the hardware allows for it)		
Compute virtualization acceptable suppliers are ESX or AHV or Hyper-V.		
Storage virtualization acceptable suppliers are: VMWARE, CISCO, NUTANIX, HPE SIMPLIVITY, and MICROSOFT.		
Hypervisor licenses should be provided to cover the Entire solution that includes all enterprise capabilities (i.e., VM High Availability, VM live migration and hot-add of CPU and RAM to running VMs, distributed resource scheduling, and distributed virtual switch, etc.)		
Operations Management Licenses (visibility into the operation of the environment) should be included with the following capabilities:		
Realtime and historical reporting for performance and capacity, capacity planning/forecasting, VM sizing recommendation, real-time VM anomaly alerting.		
Real-time agentless discovery of applications with monitoring and visibility into databases, queries, and metrics, as well for VM Monitoring and Automation		
The solution must include a self-service portal for the IT users to be able to create, delete and manage their VMs via self-service		
The solution must include Native Kubernetes Support, as well DevOps Orchestration (Puppet, Chef, Ansible)		
The solution must support the automation of applications Lifecyle management (application provisioning, updating, deleting) via application blueprints		
Virtual Environment Management (to allow for dynamic optimization and/or Distributed resource scheduling) should be included for the whole solution		

Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Warranty & Support for the software components should be provided for 3 years, 24/7. The support should be done by a local partner for the first intervention and to escalate with the vendor if any		
NETWORKING SPECIFICATIONS		
The Hypervisor must include an enterprise-grade distributed virtual switch.		
The solution must provide SDN capabilities with integrated management: Stateful distributed firewall (Microsegmentation).		

Name & Signature of the Bidder:	

GPU Node – HCS02

Brand name & Model Number:		
Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Compute Nodes: Minimum of two additional nodes compatible with the existing HCI cluster above, each equipped with the following specifications: • Processor: Dual Intel Xeon-Gold or equivalent, minimum 12 cores each, 3 GHz frequency, designed for server environments. • Memory: At least 384 GB DDR4 RDIMM, 3200MHz or faster. • Storage: Combination of NVMe SSD and SSD, totaling at least 3.84 TB of NVMe and 7.68 TB of additional SSD storage. • Graphics: Enterprise-grade GPU with a minimum of 64 GB memory. • Network Interface: Dual-port 25/10GbE NIC with included transceivers. • Power Supply: Dual 2000W units with appropriate cabling. • Hardware Support: 24/7 production-level hardware support, with a minimum 36-month term.		
 Software and Licenses: An enterprise-grade HCI software solution with ultimate feature set, supported by a 48-month software support service for CPU cores. HCI management software with a starter license and 48-month support term. Perpetual and production-level licenses for GPU virtualization software, with a minimum of 5 years of update and support management services. 		
 HCI management software with a starter license and 48-month support term. Perpetual and production-level licenses for GPU virtualization software, with a minimum of 5 years of 		

Top Of Rack Switch – HCS03

Brand name & Model Number:		
Country of Origin: Quantity: 2		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Bidder should offer top of rack data center switches to c MEHE Data Center.	onnect the	HCI infrastructure to
24 x 10Gbps SFP+ enabled ports 2 x 40Gbps/100Gbps uplinks.		
Switching Capacity: 880 Gbps		
Throughput: 1300 MPPS		
Support static routes and can be upgraded to support RIP and OSPF		
Support the following protocols: LACP, NTP, IGMP Snooping, DHCP Snooping, and dynamic ARP inspection.		
VLANs: support at least 4,000		
Mac address table size: at least 64,000		
Support RSTP and MSTP		
Support Jumbo Frames		
Management: SSH and HTTPS		
Dual hot swappable Power supplies		
Each switch should be provided with the following from day 1:		
Interfaces fully populated: 24 x 1G/10G SFP+ ports and 2 x 40GE/100GE QSFP28		
Hardware and Software licenses should be provided with 3 years hardware and software support		
Name & Signature of the Bidder:		

Management Switch - HCS04

Brand name & Model Number:		
Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
The bidder should provide one Management Switch with the following features:		
Interfaces: 24 x 1GE copper and 4 x 10GE SFP+ (2 x Ports SFP+ Populated)		
Switching Capacity: 128Gbps		
Throughput: 150 MPPS		
Support static routes and can be upgraded to support RIP and OSPF		
Support the following protocols: LACP, NTP, IGMP Snooping, DHCP Snooping, and dynamic ARP inspection.		
VLANs: support at least 4,000		
Support RSTP and MSTP		
Support Jumbo Frames		
Management: SSH and HTTPS		
Name & Signature of the Bidder:	1	

<u>Tape Library Autoloader – HCS05</u>

Brand name & Model Number:		
Country of Origin: Quantity: 1		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
This tape library supports generation 9 of Linear Tape-Open (LTO) technology		
Two LTO 9FC drives should be included		
Host interface 8 Gb/sec Fiber Channel		
Form Factor: 2U Rackmount		
Number of cartridge slots 24		
20 LTO-9 Ultrium RW Data Cartridges to be provided with the library		

Name & Signature of the Bidder:	

NAS Appliance – HCS06

Brand name & Model Number:		
Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Heavy Duty 12 Bay NAS with 100TB of useable Space after RAID,		
RAID: Single Disk, JBOD, 0, 1, 5, 6, 10, 5/6/10+Hot Spare, Global Hot Spare Drive		
Host interface: 2x Ports 10Gbs FC with SFP + Transceivers		
Dual Power Supply		
The ability to be upgraded by adding disk enclosure for future growth		

Name & Signature of the Bidder:	

Media/Proxy Server – HCS07

Brand name & Model Number:		
Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
1x 12 Cores Silver CPU		
128GB RAM		
2 x480GB SDD RI (Raid 1), 3 x 2.4TB SAS (Raid 5)		
Dual Port FC Native 32Gb with 2x8Gb SW MM SFP+ transceivers		
Raid Controllers with 4GB cache		
2 x Port 10Gb Network Fiber with SFP+ Transceivers, 1 QP 1Gb Base - T LAN		
Dual Power Supply		

Name & Signature of the Bidder:	:

Backup Software – HCS08

Brand name & Model Number:		
Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
BACKUP Software to backup Virtual environment, for 110 VM ,100		
VM on Hyper-V and ESXi ,10 VM on Oracle hypervisor (OLVM)		
The Ability to do a backup for a Kubernetes cluster up to 3 Workers Nodes		
3 years subscription / 3 Years Support, Licensing Schema		
The ability to do Backup on Disks then Backup to Tape Library		
The ability to do Replication of the live Data as well as Replication of		
the backed-up data.		
Installation should be provided		

Name & Signature of the Bidder:	

Labor - HCS09

Brand name & Model Number:		
Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
The bidder must deliver, install, and integrate the above procured items with the existing equipment in the place of delivery. Any additional items needed to provide a turnkey solution must be procured by the bidder.		

Annex II

Profile Requirements

Profile Required Documents	Evidence Available Yes/No	Evidence Document Name
 CVs of the technical engineers who will oversee the implementation of the requested work (minimum two engineers). These engineers should have valid Certifications that demonstrate their ability to install and troubleshoot the proposed solution. The CVs must provide evidence of their experience in installing the proposed solution in other institutions. The bidder should assign at least 1 x Senior System and Network Engineer, 1 x System and Network Engineer to supervise and support in the implementation of the project. Evidence should be provided as proof for the above. The above-mentioned Engineers should be directly involved in the preliminary planning / design of the project. The bidder should provide vendor certified maintenance contracts for all proposed solutions. 		
Availability of a Project Management team and a minimum experience of 5 years in large scale projects.		
The Bidder should have a high level of partnership for more than two years with any manufacturer involved in his proposal. Evidence of certified engineer from manufacturer for proposed solution should be provided.		
The supplier is required to submit a valid, non-expired manufacturer authorization for the items proposed. This ensures that the supplier is officially recognized and permitted by the manufacturer to distribute the specified products.		
The bidder should have a dedicated Support team. The team capabilities and certifications should be submitted. In addition, they should provide their internal escalation procedure in case the Service Desk is unable to resolve an incident in the first instance or any subsequent instance.		
The bidder should provide an implementation plan that includes detailed schedule of events, duration and phases which shall meet the deadlines set in this bidding document. Vendor should be responsible for integration and support coordination for all the project's hardware and software included in the Bid		

Name & Signature of the Bidder:

TERMS OF REFERENCE INSTITUTIONAL CONTRACT

Section:	Educati	on	Date:	08.02.2024		
Title:	The Provision of a Hyperconverged Infrastructure (HCI) Environment for the Ministry of Education and Higher Education		Environment for the Ministry of Education and Higher		Duty station:	Lebanon
Reporting to:		rique, Education Section Chief (in coordination with of MEHE ICT).	Contract type:			
Duration:	3.5 mon	ths	Start date:	15 February 2024		
Section		Content				
Background		The Ministry of Education and Higher Educat implementing a range of initiatives to ensure children in the country. One such initiative is Education Fund (TREF), which encompasses to Costing, Funding, and Disbursement Modalitic Education Service Delivery and Results. TREF aid modality between MEHE and UNICEF, aim support for MEHE's 5-year Plan for General Especifically designed to address the significant Lebanese education system in response to the Within the TREF framework, considerable for in education and data supply management. Within the TREF framework of the Within the TREF framework, considerable for in education and data supply management. Within the TREF framework of the Within the TREF framework, considerable for in education and data supply management. Within the TREF framework of the Within the TREF framework, considerable for in education and data supply management. Within the TREF framework of the State of the Within the TREF framework of the Within the Within the Within the Within the TREF framework of the Within th	the Transition at the Transition at the Transition at three key dimery, (2) Partnersh has been develoing to harmon aducation 2021-out challenges and ecurrent crisis cus is placed on With increasing nizes the need to ge and utilize exection sector is not other staken	ty education for all and Resilience asions: (1) Planning, ip Governance, and (3) oped as a collaborative ize and optimize 2025. TREF is ad concerns faced by the digital transformation demands for data from to enhance its current ducational data. The essential to empower molders with real-time		
Purmosa and O	biootivos	Therefore, MEHE is committed to acquiring so converged infrastructure solutions for its data addition, MEHE intends to seek specialized so deployment and integration of this new infrabranch. The final goal is to boost MEHE's ope security, and augment scalability, aligning with a surpose and abjectives for this assignment.	a centre and brearvices and exposite and exp	anch offices. In ertise for the effective its main data centre and ncy, fortify data technological progress.		
Purpose and O	ojectives	The purpose and objectives for this assignment infrastructure by implementing a comprehensive This entails scalable storage and computing reson machines, cutting-edge data reduction technolog effective data protection and replication method offline and online data is essential to ensure long enhancing operational efficiency, data security, a of top-tier virtualization software and strong sup responsible for delivering, installing, and integrat	hyper-converge urces to support gy, high-capacity ls. Additionally, a g-term data secur and system scalab port and warrant	d data centre solution. at least 100 virtual network switches, and backup solution for both rity. The focus is on bility, with the integration ty services. Bidders are		

equipment, and must procure any additional items necessary to achieve the goals of this assignment for a complete turnkey solution.

Scope of Work and Methodology

Based on the technical specifications provided as ANNEX I (Technical Specifications - Profile Requirements LOT3.2.docx), here's a summarized scope of work and methodology for the tender:

Scope of Work:

- **Supply and Installation**: Provide full hyper-converged solutions for a data center and branch office, including hardware and software integration, tested and engineered by the same vendor.
- **Networking Equipment**: Supply top of rack switches and management switches.
- Storage Solutions: Implement tape library autoloader and NAS appliance.
- **Servers and Software**: Deploy proxy server and backup software with specified features, ensuring compatibility and integration with the current infrastructure.
- **Professional Services**: Include labor for installation, integration, and configuration of all components into a seamless and fully functional system.

Each component has detailed technical requirements such as capacity, performance, and support expectations that can be found in ANNEX I. The scope of work also covers the provision of all necessary licenses, warranties, and support contracts for the hardware and software components. Integration tasks must ensure compatibility and seamless operation within the existing IT infrastructure, adhering to delivery timelines and quality standards.

Methodology:

- 1. **Project Planning**: Initiate with a detailed project plan, outlining timelines, key milestones, and resource allocation.
- 2. **Procurement**: Acquire all specified hardware and software components, ensuring compliance with the technical specifications.
- 3. **Site Preparation**: Prepare the installation sites at MEHE-HQ and the exam center according to the infrastructure requirements.
- 4. **Installation and Configuration**: Methodically install and configure the hyperconverged solutions, networking equipment, storage solutions, servers, and software according to best practices.
- Integration: Seamlessly integrate the new components with the existing IT infrastructure, ensuring compatibility and operational efficiency. Migrate designated virtual machines (VMs) from the current hypervisor to the new hypervisor.
- 6. **Testing and Validation**: Conduct comprehensive testing to verify that all systems operate as intended and meet the specified performance criteria.

- 7. Training and Handover: Provide training to the end-user's IT staff on managing and maintaining the new systems. Officially hand over the system to MEHE after ensuring everything operates correctly.
- 8. Post-Implementation Support: Offer post-implementation support as specified, including warranty and technical support services to address any issues promptly.

Reporting Requirements

The institution will be reporting to the ICT section of the Ministry of Education. An endorsement of reports and deliverables will be provided to UNICEF and these will be the bases for payments and any verification that is deemed necessary. Reports and deliverables are as per the schedule stipulated in these TORs.

Profile Requirements

- The bidder should demonstrate the capability of local implementation and support by providing the following:
 - CVs of the technical engineers who will oversee the implementation of the requested work (minimum two engineers).
 - These engineers should have valid Certifications that demonstrate their ability to install and troubleshoot the proposed solution.
 - o The CVs must provide evidence of their experience in installing the proposed solution in other institutions.
 - The bidder should assign at least 1 x Senior System and Network Engineer and 1x Senior System and Storage Engineer to supervise and support in the implementation of the project. Evidence should be provided as proof for the above.
 - The above-mentioned Engineers should be directly involved in the preliminary planning / design of the project.
 - The bidder should provide vendor certified maintenance contracts for all proposed solutions.
 - Availability of a Project Management team and a minimum experience of 5 years in large scale projects.
- The bidder should have a high level of partnership for more than two years with any manufacturer involved in his proposal. Evidence of certified engineer from manufacturer for proposed solution should be provided.
- The supplier is required to submit a valid, non-expired manufacturer authorization for the items proposed. This ensures that the supplier is officially recognized and permitted by the manufacturer to distribute the specified products.
- The bidder should provide evidence of similar implementation for a minimum of three projects in the past 5 years.
- The bidder should have a dedicated Support team. The team capabilities and certifications should be submitted. In addition, they should provide their internal escalation procedure in case the Service Desk is unable to resolve an incident in the first instance or any subsequent instance.
- The bidder should provide an implementation plan that includes detailed schedule of events, duration and phases which shall meet the deadlines set in this bidding document.
 - Vendor should be responsible for integration and support coordination for all the project's hardware and software included in the Bid

The bidder should have a dedicated Support team. The team capabilities and certifications should be submitted. In addition, they should provide their internal escalation procedure in case the Service Desk is unable to resolve an incident in the first instance or any subsequent instance

Method

Evaluation Process and The technical evaluation will be conducted in two rounds.

- 1. **First round:** In this initial stage, Bidders are required to include in their technical proposal all documents outlined below. Failure to include these documents may lead to the disqualification of the bidder:
 - Compliance with Technical Specifications Sheets: Bidders must complete the technical specification sheets for the required items as detailed in the document titled "Technical Specifications Profile Requirements LOT3.2.docx" found in Annex I. For each item, bidders should specify the brand name (where applicable) and the country of manufacture. Furthermore, bidders must indicate compliance with each minimum requirement stated in the technical specification sheet by marking "Yes" or "No" next to them. Technical specifications must be highlighted in a catalogue attached for the offered items, with the "Datasheet Ref/Page #" column clearly referencing the page in the supporting documentation. All additional documents that clarify the technical criteria of the requested items, focusing on the outlined features, should be attached by the Bidder.
 - Compliance with Profile Requirements: It is mandatory for Bidders to
 meet the company profile requirements as specified in the document
 "Technical Specifications Profile Requirements LOT3.2.docx" in Annex II.
 In addressing the profile requirements in ANNEX II, Bidders must verify
 their compliance. Moreover, the name(s) of the document(s) serving as
 evidence for each requirement should be mentioned, and Bidders are
 expected to attach all such document(s) proving the declared profile
 requirements.

The outcome of the first round will be determined as either "Pass" or "Fail", based on the Bidder's compliance with the required criteria.

2. **Second round:** The second round of evaluation focuses on grading the proposals against a set of specific criteria as per the table below, with a total of 60 points available. To qualify, a bidder must achieve a minimum score of 40 points.

Criteria	Marks	Benchmarks	Comments
Alignment with	10	Compliance with the	Evaluate the proposal's
HCI Specifications		detailed HCI	adherence to the
		specifications including	specified HCI
		hardware and software	environment
		integration, growth	requirements.
		capabilities, and	
		virtualization support.	
Project	15	CVs of technical	Assess the qualifications
Implementation		engineers with relevant	and experience of the
Team Expertise		certifications and	proposed implementation
		experience in similar	team.
		projects.	
Vendor	10	Evidence of vendor	Review the bidder's level
Certifications and		certifications and	of manufacturer support
Partnerships		partnerships relevant to	and certification for the
		the proposed solution.	proposed solution.
Support and	10	Availability of a	Evaluate the support
Maintenance		dedicated support team	structure and
Capabilities		and maintenance	maintenance capabilities
			for the HCI environment.

		contracts for the proposed solutions.	
Project Management Experience	10	Evidence of project management experience in large-scale projects.	Consider the bidder's experience in managing and delivering large-scale projects successfully.
Solution Integration and Scalability	5	Ability to integrate with existing systems and support future growth.	Assess the proposal's flexibility and scalability in integrating with existing infrastructure and accommodating future expansion.
Total	60		

Administrative Issues

- The institution will work under the direct supervision of ICT MEHE in coordination with the UNICEF Education Section.
- The assignment will require frequent consultations and meetings. The institution will be responsible to arrange appointments for physical coordination meetings, virtual meetings, field visits and any other similar activity.
- The institution will be expected to work independently, although MEHE and/or UNICEF will assist within reasonable parameters to ensure the smooth running of the assignment.
- The institution is not entitled to payment of overtime; all remuneration must be clearly described in the contract agreement.
- To preserve ethical standards, all collected data needs to be considered as confidential and property of UNICEF. Furthermore, the institution is not allowed to use the data for any purposes outside the scope of the current ToR or to share the data with any party without UNICEF's approval. All data, outputs, and deliverables including software source code, software documentations, databases, web services, dashboards, mobile applications, web applications, web platform, scripts, maps, drawings, images, logos, plans, and reports developed under this assignment are the intellectual property of UNICEF and MEHE.

De	livera	bl	les	and	
sch	edule				

		Working Days*
Hardware		30
Hardware	GPU Nodes	30
Hardware	Top Of Rack Switch	30
Hardware	Management Switch	30
Hardware	Tape Library Autoloader	30
Hardware	NAS Appliance	30
Hardware	Proxy Server	30
Software	Backup Software	30
Professional Services	Installation and Integration of the above items	30
	Hardware Hardware Hardware Hardware Hardware Hardware Software Professional	Hardware Full Hyper Converged Data Center solution Hardware GPU Nodes Hardware Top Of Rack Switch Hardware Management Switch Hardware Tape Library Autoloader Hardware NAS Appliance Hardware Proxy Server Software Backup Software Professional Installation and Integration of the above items

No	Item	Quantity	Cost Estimate	Total Estimate
NS01	Perimeter Next Genration Firewall	2		
NS02	Data Center Next Genration Firewall	2		
NS03	WAN Next Generation Firewall	2		
NS04	DMZ Switches	4		
NS05	Central Management Solution	1		
NS06	Privileged Access Management	1		
NS07	Database Access Management Solution (DAM)	1		
NS08	Vulnerability Assessment and Management (VAM) Subscription	1		
NS09	Credential Management Solution	1		
NS10	Wireless Access Point	80		
NS11	High End Wireless AP	2		
NS12	Installation and Configuration	1		
			Total	\$ -

Technical Specification and Profile Requirementsfor

The provision and Installation of the Security Infrastructure for the Ministry of Education and Higher Education – Lebanon

LOT 4.2

Annex I Schedule of Requirements

The provision and Installation of the Security Infrastructure for the Ministry of Education and Higher Education – Lebanon

No.	Item	Over titre	Final Destination	(Number of da	ery date nys from Contract nature)
		Quantity		Earliest Delivery Date	Latest Delivery Date
NS01	Perimeter Next Generation Firewall	2	МЕНЕ-НО	4 weeks	6 weeks
NS02	Data Center Next Generation Firewall	2	МЕНЕ-НО	4 weeks	6 weeks
NS03	WAN Next Generation Firewall	2	МЕНЕ-HQ	4 weeks	6 weeks
NS04	DMZ Switches	4	МЕНЕ-HQ	4 weeks	6 weeks
NS05	Central Management Platform	1	МЕНЕ-HQ	4 weeks	6 weeks
NS06	Privileged Access Management	1	МЕНЕ-HQ	4 weeks	6 weeks
NS07	Database Access Management Solution (DAM)		МЕНЕ-НО	4 weeks	6 weeks
NS08	Vulnerability Assessment and Management (VAM) Subscription		МЕНЕ-НО	4 weeks	6 weeks
NS09	Credential Management Solution	1	МЕНЕ-HQ	4 weeks	6 weeks
NS10	Wireless Access Point	80	МЕНЕ-HQ	4 weeks	6 weeks
NS11	High End Wireless AP	2	МЕНЕ-HQ	4 weeks	6 weeks
NS12	Installation and Configuration	1	МЕНЕ-НО	4 weeks	6 weeks

Place of delivery: As indicated in the Schedule of Requirement for each Item.

-	Ministry of Education and Higher Education (MEHE), Beirut, Lebanon.
Name	of Bidder:
Signati	are of Bidder:

TECHNICAL SPECIFICATIONS SHEETS

Perimeter Next Generation Firewall – NS01

Brand name & Model Number:			
Country of Origin:	Quantity: 2		
Item's Features and Minimum Technical Requiremen	nts	Check if available	Datasheet Ref/Page #
2 x 10GE SFP+ slots, m. /			
10 x GE RJ45 ports (including 1 x MGM	T port, 1 x HA port)		
8 x GE SFP slots			
2x SSD storage			
Concurrent sessions: 8 million			
SSL inspection throughput: 8Gbps			
Application Control throughput: 15 Gbps			
IPS throughput: 10 Gbps			
NGFW throughput: 9.5 Gbps			
Threat Protection throughput: 7 Gbps			
Unified Threat Protection	IPS		
	Advanced Malware Protection Service		
	Application Control, URL, DNS & Video Filtering		
	Signature updates 3 years		
Dual power supply 220V 50-60HZ			
Premium Support 24/7/365 for 3 years			

ľ	Name & Signature	of the Bidder:	

Data Center Next Generation Firewall-NS02

Brand name & Model Number:			
Country of Origin:	Quantity: 2		
Item's Features and Minimum Technical Requiremen	nts	Check if available	Datasheet Ref/Page #
2 x 10GE SFP+ slots,			
10 x GE RJ45 ports (including 1 x MGM	T port, 1 x HA port)		
8 x GE SFP slots			
2x SSD storage			
Concurrent sessions: 8 million			
SSL inspection throughput: 8Gbps			
Application Control throughput: 15 Gbps			
IPS throughput: 10 Gbps			
NGFW throughput: 9.5 Gbps			
Threat Protection throughput: 7 Gbps			
Advanced Threat Protection	IPS		
	Advanced Malware Protection Service		
	Application Control		
	Signature updates 3 years		
Dual power supply 220V 50-60HZ			
Premium Support 24/7/365 for 3 years			

J	Name & S	Signature of t	he Bidder	

WAN Next Generation Firewall – NS03

Brand name & Model Number:			
Country of Origin:	Quantity: 2		
Item's Features and Minimum Technical Requiremen	ats	Check if available	Datasheet Ref/Page #
18 x GE RJ45 ports (including 1 x MGM	Γ port, 1 X HA port)		
8 x GE SFP slots			
8 x 10GE SFP+ slots			
2x SSD storage			
Concurrent sessions 7.8 million			
SSL inspection throughput: 8Gbps			
IPS throughput: 12 Gbps			
NGFW throughput: 10 Gbps			
Threat Protection throughput: 9 Gbps			
Advanced Threat Protection	IPS		
	Advanced Malware Protection Service		
	Application Control		
	Signature updates 3 years		
Dual power supply 220V 50-60HZ			
Premium Support 24/7/365 for 3 years			

Name & Signature of the Bidder:	
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DMZ Switches - NS004

Brand name & Model Number: Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
DMZ Switches 24 ports		
2 x power supplies with 2 x Europe AC Type A Power Cable		
24-port licenses		
Stack modules with stack cables		
2 x Uplink 40GE Network Module		
2 x QSFP40G BiDi Short-reach Transceiver		
3 years term license and warranty		

	0.01	
Name	& Signature of the Bidder:	

<u>Central Management Platform – NS05</u>

Brand name & Model Number:		
Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Centralized management of network devices in this lot		
Real-time monitoring of firewall activity and performance		
Comprehensive reporting on firewall events and trends		
Advanced security features, including intrusion prevention, web filtering, and application control		
Software-based platform suitable for various hardware platforms (physical appliances, VMs, cloud environments)		
Provides a unified interface ("single pane of glass") for managing multiple FTD devices. This includes but is not limited to:		
Configuration of Interfaces, Zones, Policies, Objects, Services, VPNs, Authentication, Authorization, Accounting, High availability and more.		

Name & Signature of the Bidder:	
Name & Signature of the Bidder.	

Privileged Access Management-NS06

Brand name & Model Number:			
Country of Origin:	Quantity: 1		
Item's Features and Minimum Technic	al Requirements	Check if available	Datasheet Ref/Page #
System Requirements	Privileged access management (PAM) system that provides secure access control, session monitoring, and auditing for privileged accounts.		
	System must be able to manage privileged accounts across all major operating systems, including Windows, Linux, and Unix and all major network, system and security appliances. System must be able to integrate with existing identity and access management (IAM) systems.		
Features	Centralized management of privileged accounts Role-based access control (RBAC) for		
	privileged accounts Session monitoring and recording for		
	privileged accounts Auditing of privileged account activity Password management for privileged accounts		
	Two-factor authentication (2FA) for privileged accounts		
Additional Requirements	Secret Server: helps MEHE to manage and secure privileged accounts. It provides a central location to store, manage, and audit privileged passwords. It also provides features for session monitoring, password rotation, and two-factor authentication. It includes a 10 users' license.		

	Connection Manager: Connection Manager that helps MEHE to manage and secure remote access to privileged accounts. It provides a secure way for users to connect to privileged accounts without having to know the passwords. It also provides features for session monitoring, recording, and auditing. It includes 10 users License.	
Support	Three years Support and subscription of all features.	

Name & Signature of the Bidder:	

<u>Data Access Management Solution (DAM) – NS07</u>

Brand name & Model Number:		
Country of Origin: Quantity: 1		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page
 Supports access restriction for at least 5 databases simultaneously. Prohibits direct database administrator (DBA) access unless it's through the assigned application role. Real-time monitoring and logging of all database transactions, specifically: Adding of records. Modifying existing records. Deleting records. Ensure a tamper-proof audit trail that ensures accountabilities for all transactions. Compatibility with mainstream database platforms (e.g., MySQL, PostgreSQL, Oracle, Microsoft SQL Server, MongoDB). Offers real-time alerts for suspicious or unauthorized activities. Scalability to accommodate future database additions or increased transaction volumes. Secure encryption and storage of logs to ensure data integrity. User-friendly dashboard for easy setup, monitoring, and reporting. Comprehensive search capability within the logs for quick issue resolution or forensic analysis. Provides detailed reports on user activity, including timestamp, transaction type, user ID, and other relevant details. Integration capabilities with other IT security solutions. Role-based access control (RBAC) to the DAM platform itself. Backup and recovery features for audit logs. The winner shall implement the system for 5 databases and integrate with 5 new applications Foreigned access control (RBAC) to the DAM platform itself. Role-based access control (RBAC) to the DAM platform itself. Backup and recovery features for audit logs. The winner shall implement the system for 5 databases and integrate with 5 new applications<		

Additional Features

- Implementation Support: The supplier should facilitate the solution's deployment to monitor data access for five specific databases that are interfaced by five distinct web applications.
- Integration with Azure Active Directory: The solution should seamlessly integrate with Azure AD for streamlined user authentication and authorization.
- Proactive Business Owner Notification: The solution should notify the business owner in real-time of any critical data modifications or access attempts.
- Intuitive Console Interface:
 - The interface should enable the business owner to easily allow or deny any data modifications.
 - The console should have the capability to log requests for data modification and record any actions taken in response.
 - It should be designed for a minimal learning curve, ensuring that business owners can use it effectively with little to no training.
- Access Control Mechanism: The system should empower the business owner to grant or restrict permissions on data modification based on the nature and sensitivity of the data.

Name & Signature of the Bidder:		

$\underline{Vulnerability\ Assessment\ and\ Management\ (VAM)Subscription-NS08}$

Brand name & Model Number: Country of Origin: Quantity: 1		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Licensed number of assets: 800		
Subscription Period: 36 Months		
Number of Consoles: 3		
 Features: Comprehensive vulnerability assessment and management for onpremises and cloud assets Real-time risk scoring and prioritization. Integrated threat feeds and exploit information Automated remediation workflows Customizable reporting and dashboards The VAM solution should be cloud-based, but it should also be able to be deployed on-premises. The VAM solution should support a wide range of asset types, including servers, workstations, network devices, and cloud workloads. The VAM solution should be able to be integrated with a variety of other security solutions, such as SIEMs, firewalls, and ticketing systems. The supplier shall implement the solution for the specified assets. The supplier shall conduct knowledge transfer for the MEHE ICT team, enabling them to manage the solution. 		

Name & Signature of the Bidder:	
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<u>Credential Management Solution – NS09</u>

Brand name & Model Number:		
Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Scalability : The system should support a minimum of 5 databases and 5 web applications, with the ability to scale to hundreds or even thousands.		
Database Compatibility: Should support a wide range of database systems including, but not limited to, MySQL, PostgreSQL, Oracle, and SQL Server.		
Strong Security Protocols: The solution should ensure:		
Encryption of stored credentials		
Strict access control mechanisms and Comprehensive audit logging capabilities		
Database Credential Rotation: Ability to automatically rotate database credentials at defined intervals or under specific conditions to enhance security.		
User-Friendly Interface: The system should be intuitive for both administrators and developers.		
Resource Management: The solution should ensure optimal resource utilization tailored to the number of supported databases and applications.		
Custom Configuration: Ability to customize configurations based on specific database requirements.		
Role-Based Access: Database roles should have customizable permissions, ensuring secure access.		
Application Integration: Seamless integration capabilities with various applications for efficient credential retrieval and utilization.		
Multi-Tenancy: Capability to create isolated instances for different teams or organizations, each having its own set of secrets and policies.		
Advanced Logging: Detailed logging features for tracking and auditing access to secrets.		
Extended Database Support: Broad support for various database engines to cater to a wide array of applications.		
Dedicated Support: Round-the-clock enterprise support with priority response and dedicated support engineers.		

Name & Signature of the Bidder:	
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$\underline{Wireless\ Access\ Point-NS10}$

Brand name & Model Number: Country of Origin: Quantity: 80		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Indoor Wireless AP - Tri radio (802.11 b/g/n/ax 2x2 MU-MIMO, 802.11 a/n/ac/ax 2x2 MU-MIMO and 1x 802.11 a/b/g/n/ac Wave 2, 1x1), internal antennas, 2x 10/100/1000 RJ45 port, BT/BLE, 1x Type A USB, 1x RS-232 RJ45 Serial Port.		
Ceiling/wall mount kit included.		
Power: 802.3at PoE injector GPI-130 or AC adapter. Region Code E		

Name	& Signa	ature o	of the	Bidder:	

<u>High End Wireless AP – NS11</u>

Brand name & Model Number: Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Indoor Wireless AP - Tri radio (802.11 b/g/n/ax 4x4 MU-MIMO, 802.11 a/n/ac/ax 4x4 MU-MIMO and 1x 802.11 a/b/g/n/ac Wave 2, 1x1), internal antennas, 1x 100/1000/2500 Base-T RJ45, BT/BLE, 1x Type A USB, 1x RS-232 RJ45 Serial Port.		
Ceiling/wall mount kit included.		
Power: 802.3at PoE injector GPI-130 or AC adapter. Region Code E		

Name & Signature of the Bidder:	
\mathcal{C}	

<u>Installation and Configuration – NS12</u>

Brand name & Model Number:		
Country of Origin: Quantity: 1		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
The bidder must provide his professional services to deliver a turnkey		
solution to integrate all the newly provisioned equipment, licenses and		
software with the existing hardware and software at MEHE.		
Additionally, any items needed to do the integration must be procured		
by the bidder including but not limited to power cables, SFPs, Network		
Cabling, Fiber Patch Cords		
All Procured items in this lot except for NS05, NS06, NS07, NS08 and		
NS09 must be the same brand to insure optimal compatibility.		

Name & Signature of the Bidder:	
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Annex II Profile Requirements

Profile Required Documents	Evidence Available	Evidence	
	Yes/No	Document Name	
 CVs of the technical engineers who will oversee the implementation of the requested work (minimum three engineers). These engineers should have valid Certifications that demonstrate their ability to install and troubleshoot the proposed solution. The CVs must provide evidence of their experience in installing the proposed solution in other institutions. The bidder should assign at least 1 x Senior System and Network Engineer, 1 x System and Network Engineers and 1 Senior Security Engineer to supervise and support in the implementation of the project. Evidence should be provided as proof for the above. The above-mentioned Engineers should be directly involved in the preliminary planning / design of the 			
project.			
The bidder should provide vendor certified maintenance contracts for all proposed solutions.			
Availability of a Project Management team and a minimum experience of 5 years in large scale projects.			
The Bidder should have a high level of partnership for more than two years with any manufacturer involved in his proposal. Evidence of certified engineer from manufacturer for proposed solution should be provided.			
The supplier is required to submit a valid, non-expired manufacturer authorization for the items proposed. This ensures that the supplier is officially recognized and permitted by the manufacturer to distribute the specified products.			
The bidder should have a dedicated Support team. The team capabilities and certifications should be submitted. In addition, they should provide their internal escalation procedure in case the Service Desk is unable to resolve an incident in the first instance or any subsequent instance.			
The bidder should provide an implementation plan that includes detailed schedule of events, duration and phases which shall meet the deadlines set in this bidding document. Vendor should be responsible for integration and support			

coordination for all the project's hardware and software included in the Bid	

Name & Signature of the Bidder:	

TERMS OF REFERENCE INSTITUTIONAL CONTRACT

Section:	Educati	on	Date:	08.02.2024
Title:	The provision and Installation of the Security Infrastructure for the Ministry of Education and Higher Education – Lebanon		Duty station:	Lebanon
Reporting to:	Atif Ra ICT).	fique, Chief of Education (in coordination with MEHE	Contract type:	
Duration:	3.5		Start date:	08.02.2024
Section		Content		
Background		The Ministry of Education and Higher Education plementing a range of initiatives to ensure children in the country. One such initiative is Education Fund (TREF), which encompasses to Costing, Funding, and Disbursement Modality Education Service Delivery and Results. TREF aid modality between MEHE and UNICEF, ain support for MEHE's 5-year Plan for General Especifically designed to address the significant Lebanese education system in response to the Within the TREF framework, considerable for in education and data supply management. We donors and education partners, MEHE recogn systems and applications to effectively mana optimization of data management in the educations, Regional Education Offices (REOs), a access to data, facilitating informed decisionallocation.	the Transition three key dimery, (2) Partnersh has been devening to harmon ducation 2021 at challenges are current crisis cus is placed or With increasing places the need ge and utilize ecation sector is not other stake	ity education for all and Resilience nsions: (1) Planning, hip Governance, and (3) cloped as a collaborative nize and optimize -2025. TREF is and concerns faced by the state of the concerns faced by the concerns faced by the state of the concerns faced by the concerns faced by the concerns faced by the concerns faced by the state of the concerns faced by the co
Purpose and O	Dbjectives	Therefore, MEHE is focused on securing its to incorporating cutting-edge security solutions acquiring advanced security hardware and so Firewalls and Central Management Platforms locations. MEHE seeks expert services for sea of these robust security measures. The ultimate security posture, streamline network management posture, in step with evolving the purpose and objectives for LOT 4.4 centers.	for its network for its network as the such as a such as	k. This encompasses s Next Generation and subsidiary entation and integration gnificantly enhance the sure scalable and ty challenges.
		telephony and unified communications infrast the data center switching and load balancing comprehensive upgrade aims to ensure efficient network traffic distribution, alongside improvision creating a robust, scalable network envitechnological needs, addressing both current for MEHE's operations. Bidders are responsible	structure, and so capabilities at ient, reliable da ved communicationment that so trequirements	significantly enhancing MEHE. This ata management and ation systems. The focus supports advanced and future scalability

integrating these components with existing equipment, and must procure any additional items necessary to achieve the goals of this assignment for a complete turnkey solution.

Scope of Work and Methodology

Based on the technical specifications provided as ANNEX I (Technical Specifications Lot4.2.docx), here's a summarized scope of work and methodology for the tender:

Scope of Work

- Supply and Installation of Security Infrastructure: This involves the provision and setup of various next-generation firewalls for the internet perimeter and Data Center, DMZ switches, a central management platform, privileged and database access management solutions, a vulnerability assessment and management subscription, credential management solutions, and both standard and high-end wireless access points at the Ministry of Education and Higher Education (MEHE) in Lebanon.
- **Professional Services**: Include labor for installation, integration, and configuration of all components into a seamless and fully functional system.
- Integration and Configuration Services: Each component has detailed technical
 requirements such as capacity, performance, and support expectations that can be
 found in "Technical specifications Profile Requirements LOT4.2.docx". The scope
 of work also covers the provision of all necessary licenses, warranties, and support
 contracts for the hardware and software components. The tender requires the
 integration of these security solutions with the existing infrastructure at MEHE,
 ensuring compatibility and optimal performance across all newly installed and
 current systems.

Methodology

- **1. Assessment and Planning:** Begin with an assessment of the current infrastructure to ensure proper integration of new security solutions.
- 2. Procurement: Acquire the specified security hardware and software solutions.
- **3. Installation:** Execute the physical and software installation of the security infrastructure components.
- **4. Configuration:** Configure the security solutions, including firewalls, access management systems, vulnerability assessment tools, and wireless access points according to MEHE's requirements and industry best practices.
- 5. **Integration:** Seamlessly integrate the new solutions with MEHE's existing infrastructure, ensuring all components communicate effectively and work as a cohesive security system.
- **6. Testing and Validation:** Conduct thorough testing of the installed security infrastructure to validate its effectiveness, identify and rectify any issues, and ensure compliance with all technical specifications.
- 7. **Training and Handover:** Provide necessary training to MEHE staff on managing and maintaining the new security infrastructure and formally hand over the system.

	8. Documentation and Support: Deliver comprehensive documentation covering all aspects of the new security infrastructure and offer post-installation support as required.
Reporting Requirements	The institution will be reporting to the ICT section of the Ministry of Education. An endorsement of reports and deliverables will be provided to UNICEF and these will be the bases for payments and any verification that is deemed necessary. Reports and deliverables are as per the schedule stipulated in these TORs.
Profile Requirements	As part of the technical offer, the Bidder should include the documents listed below. Failure to do so could lead to the rejection of the bid: • Compliance with Technical Specifications Sheets: Bidders must complete the technical specification sheets attached to this annex for each required item, indicating brand names where necessary. They should check each minimum requirement listed in the specification sheet if it is met by the proposed item. Technical specifications for the offered items must be highlighted in the attached catalog, with the corresponding Datasheet Ref/Page # specified. All supporting documents describing the technical requirements of the requested items must be attached, with highlights on the required features. • The bidder should demonstrate the capability of local implementation and support by providing the following: • CVs of the technical engineers who will oversee the implementation of the requested work (minimum 3 engineers). • These engineers should have valid Certifications that demonstrate their ability to install and troubleshoot the proposed solution. • The CVs must provide evidence of their experience in installing the proposed solution in other institutions. • The bidder should assign at least 1 x Senior System and Network Engineer to supervise and support in the implementation of the project. Evidence should be provided as proof for the above. • The above-mentioned Engineers should be directly involved in the preliminary planning / design of the project. • The bidder should submit a Manufacturer authorization letter to supply and install the proposed solutions. • Availability of a Project Management team. • The bidder should submit a Manufacturer authorization letter to supply and install the proposed solution for the Ministry of Education and Higher Education is required for all hardware related items. • Availability of a Project Management team and a minimum experience of 5 years in large scale projects. • The Bidder should have a high level of partnership for m

Administrative Issues

- The institution will work under the direct supervision of ICT MEHE in coordination with the UNICEF Education Section.
- The assignment will require frequent consultations and meetings. The institution will be responsible to arrange appointments for physical coordination meetings, virtual meetings, field visits and any other similar activity.
- The institution will be expected to work independently, although MEHE and/or UNICEF will assist within reasonable parameters to ensure the smooth running of the assignment.
- The institution is not entitled to payment of overtime; all remuneration must be clearly described in the contract agreement.
- To preserve ethical standards, all collected data needs to be considered as confidential and property of UNICEF. Furthermore, the institution is not allowed to use the data for any purposes outside the scope of the current ToR or to share the data with any party without UNICEF's approval.

All data, outputs, and deliverables including software source code, software documentations, databases, web services, dashboards, mobile applications, web applications, web platform, scripts, maps, drawings, images, logos, plans, and reports developed under this assignment are the intellectual property of UNICEF and MEHE.

Evaluation Process and Method

The technical evaluation will be conducted in two rounds.

- 1. **First round:** In this initial stage, Bidders are required to include in their technical proposal all documents outlined below. Failure to include these documents may lead to the disqualification of the bidder:
 - Compliance with Technical Specifications Sheets: Bidders must complete the technical specification sheets for the required items as detailed in the document titled "Technical Specifications Profile Requirements LOT4.2.docx" found in Annex I. For each item, bidders should specify the brand name (where applicable) and the country of manufacture. Furthermore, bidders must indicate compliance with each minimum requirement stated in the technical specification sheet by marking "Yes" or "No" next to them. Technical specifications must be highlighted in a catalogue attached for the offered items, with the "Datasheet Ref/Page #" column clearly referencing the page in the supporting documentation. All additional documents that clarify the technical criteria of the requested items, focusing on the outlined features, should be attached by the Bidder.
 - Compliance with Profile Requirements: It is mandatory for Bidders to
 meet the company profile requirements as specified in the document
 "Technical Specifications Profile Requirements LOT4.2.docx" in Annex II.
 In addressing the profile requirements in ANNEX II, Bidders must verify
 their compliance. Moreover, the name(s) of the document(s) serving as
 evidence for each requirement should be mentioned, and Bidders are
 expected to attach all such document(s) proving the declared profile
 requirements.

The outcome of the first round will be determined as either "Pass" or "Fail", based on the Bidder's compliance with the required criteria.

2. **Second round:** The second round of evaluation focuses on grading the proposals against a set of specific criteria as per the table below, with a total of 60 points available. To qualify, a bidder must achieve a minimum score of 40 points.

Criteria	Marks	Benchmarks Comments	
Alignment with	10	Compliance with the	Evaluate the proposal's
Technical		detailed specifications	adherence to the
Specifications		for The provision and	specified environment
		Installation of the	requirements.

		Security Infrastructure	
		including hardware and	
		software integration,	
		growth capabilities.	
Project	15	CVs of technical	Assess the qualifications
Implementation		engineers with relevant	and experience of the
Team Expertise		certifications and	proposed implementation
		experience in similar	team.
		projects.	
Vendor	10	Evidence of vendor	Review the bidder's level
Certifications and		certifications and	of manufacturer support
Partnerships		partnerships relevant to	and certification for the
		the proposed solution.	proposed solution.
Support and	10	Availability of a	Evaluate the support
Maintenance		dedicated support team	structure and
Capabilities		and maintenance	maintenance capabilities
		contracts for the	for the security
		proposed solutions.	environment.
Project	10	Evidence of project	Consider the bidder's
Management		management experience	experience in managing
Experience		in large-scale projects.	and delivering large-scale
			projects successfully.
Solution	5	Ability to integrate with	Assess the proposal's
Integration and		existing systems and	flexibility and scalability in
Scalability		support future growth.	integrating with existing
			infrastructure and
			accommodating future
			expansion.
Total	60		

Administrative Issues

- The institution will work under the direct supervision of ICT MEHE in coordination with the UNICEF Education Section.
- The assignment will require frequent consultations and meetings. The institution will be responsible to arrange appointments for physical coordination meetings, virtual meetings, field visits and any other similar activity.
- The institution will be expected to work independently, although MEHE and/or UNICEF will assist within reasonable parameters to ensure the smooth running of the assignment.
- The institution is not entitled to payment of overtime; all remuneration must be clearly described in the contract agreement.
- To preserve ethical standards, all collected data needs to be considered as confidential and property of UNICEF. Furthermore, the institution is not allowed to use the data for any purposes outside the scope of the current ToR or to share the data with any party without UNICEF's approval.
- All data, outputs, and deliverables including software source code, software documentations, databases, web services, dashboards, mobile applications, web applications, web platform, scripts, maps, drawings, images, logos, plans, and reports developed under this assignment are the intellectual property of UNICEF and MEHE.

Deliverables and schedule	Item	Туре	Description	Time in Working Days*
	NS01	Hardware	Perimeter Next Generation Firewall	30
	NS02	Hardware	Data Center Next Generation Firewall	30
	NS03	Hardware	WAN Next Generation Firewall	30
	NS04	Hardware	DMZ Switches	30
	NS05	Software	Central Management Platform	30
	NS06	Software	Privileged Access Management	30
	NS07	Software	Database Access Management Solution (DAM)	n 30
	NS08	Software	Vulnerability Assessment and Management (VAM) Subscription	30
	NS09	Software	Credential Management Solution	30
	NS10	Hardware	Wireless Access Point	30
	NS11	Hardware	High End Wireless AP	30
	NS12	Professional Services	Installation and Configuration	`30
	Total 60 Working	Days	1	I

No	Item	Quantity	Cost Estimate
SW01	Core switch DC	2	
SW02	Distribution Switch DC	2	
SW03	Server Farm switches (Fiber)	2	
SW04	Server Farm switches (copper)	2	
SW05	Management Switch	2	
SW06	Access switches 48 Ports	30	
SW07	Access Switches 24 Ports	30	
SW08	IP Telephony - Server upgrade	3	
SW09	IP Telephony - Licenses	1	
SW10	Load Balancer	2	
SW11	Installation and Configuration	1	
			Total

Total Estimate
\$ -

Technical Specification and Profile Requirements for

The provision and Installation of the Network Infrastructure for the Ministry of Education and Higher Education – Lebanon

LOT 4.4

Annex I Schedule of Requirements

No.	Item		Final		ery date m Contract Signature)
110.	Tem	Qty	ty Destination	Earliest Delivery Date	Latest Delivery Date
SW01	Core switch DC	2	МЕНЕ-HQ	4 weeks	6 weeks
SW02	Distribution Switch DC	2	МЕНЕ-HQ	4 weeks	6 weeks
SW03	Server Farm Switches (Fiber)	2	МЕНЕ-HQ	4 weeks	6 weeks
SW04	Server Farm Switches (copper)	2	МЕНЕ-HQ	4 weeks	6 weeks
SW05	Management Switch	2	МЕНЕ-HQ	4 weeks	6 weeks
SW06	Access Switches 48 Ports	30	МЕНЕ-HQ	4 weeks	6 weeks
SW07	Access Switches 24 Ports	30	МЕНЕ-HQ	4 weeks	6 weeks
SW08	IP Telephony - Server upgrade	3	МЕНЕ-HQ	4 weeks	6 weeks
SW09	IP Telephony - Licenses	1	МЕНЕ-HQ	4 weeks	6 weeks
SW10	Load Balancer	2	МЕНЕ-НО	4 weeks	6 weeks
SW11	Installation and Configuration	1	МЕНЕ-НО	4 weeks	6 weeks

Place of delivery: As indicated in the Schedule of Requirement for each Item.

- Ministry of Education and Higher Education (MEHE), Beirut, Lebanon.

Name of Bidder:	
Signature of Bidder:	

TECHNICAL SPECIFICATIONS SHEETS

Core switch DC-SW01

Brand name & Model Number:			
Country of Origin:		ı	Г
Item's Features and Minimum Technical Requirements	Qty	Check if available	Datasheet Ref/Page #
Hardware			
 32-port 40 Gigabit Ethernet switch with QSFP+ including 10 x 40G QSFPs SR Switching capacity up to Up to 3.2 Tbps Forwarding rate Up to 1 Bpps Total number of MAC addresses Up to 82,000 Front to back cooling Fans Redundant Power Supply Features Switch fundamentals: Layer 2, Routed Access (RIP, EIGRP Stub, OSPF – Up to 1000 routes),PBR, PIM Stub Multicast (up to 1000 routes)), PVLAN, VRRP, PBR2, CDP, QoS, FHS, 802.1x, Macsec-128, CoPP, SXP, IP SLA Responder, SSO Advanced switch capabilities and scale BGP, EIGRP, HSRP, IS-IS, BSR, MSDP, PIM SM, PIM SSM, PIM-BIDIR2, IP SLA, OSPF Network segmentation: VRF, VXLAN, LISP, BGP-EVPN, TrustSec, SGT, MPLS, mVPN Automation: NETCONF, RESTCONF, gRPC, gNMI/gNOI, YANG, PnP Agent, ZTP/Open PnP, GuestShell (On-Box Python) High availability and resiliency: GIR, NSF, ISSU, StackWise Virtual or equivalent, SMU IoT integration: PTP (IEEE1588v2) Security: MACsec-256, WAN MACsec Telemetry and visibility: Model-driven telemetry, sampled NetFlow, SPAN, RSPAN Advanced telemetry and visibility: Flexible NetFlow, EEM Optimized telemetry and visibility: ERSPAN, App Hosting (in Containers/VMs), Wireshark, ThousandEyes Day 0 network bring-up automation: network settings, device credentials, LAN Automation, Host onboarding Element management: Discovery, inventory, topology, software image, licensing, configuration management, and patch management Basic Assurance: Health Dashboards – Network, Client, Application; Switch and Wired Client Health Monitoring 			

Support		
3-years contract including access to Technical Assistance Center engineers 24x7; Online Technical Resources; Software Updates; Advance Hardware Replacement 8x5xNBD		

Name & Signature of the Bidder:	
·	

Distribution Switch DC-SW02

Brand name & Model Number: Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Hardware		
 48-port 1/10/25G and 4-port 40/100G with QSFP+ including 2 x 40G QSFPs SR Switching capacity up to Up to 3.2 Tbps Forwarding rate Up to 1 Bpps Total number of MAC addresses Up to 82,000 Front to back cooling Fans Redundant Power Supply 		
Features		
 Switch fundamentals: Layer 2, Routed Access (RIP, EIGRP Stub, OSPF – Up to 1000 routes),PBR, PIM Stub Multicast (up to 1000 routes)), PVLAN, VRRP, PBR2, CDP, QoS, FHS, 802.1x, Macsec-128, CoPP, SXP, IP SLA Responder, SSO Advanced switch capabilities and scale BGP, EIGRP, HSRP, IS-IS, BSR, MSDP, PIM SM, PIM SSM, PIM-BIDIR2, IP SLA, OSPF Network segmentation: VRF, VXLAN, LISP, BGP-EVPN, TrustSec, SGT, MPLS, mVPN Automation: NETCONF, RESTCONF, gRPC, gNMI/gNOI, YANG, PnP Agent, ZTP/Open PnP, GuestShell (On-Box Python) High availability and resiliency: GIR, NSF, ISSU, StackWise Virtual or equivalent, SMU IoT integration: PTP (IEEE1588v2) Security: MACsec-256, WAN MACsec Telemetry and visibility: Model-driven telemetry, sampled NetFlow, SPAN, RSPAN Advanced telemetry and visibility: Flexible NetFlow, EEM Optimized telemetry avisibility: ERSPAN, App Hosting (in Containers/VMs), Wireshark, ThousandEyes Day 0 network bring-up automation: network settings, device credentials, LAN Automation, Host onboarding Element management: Discovery, inventory, topology, software image, licensing, configuration management, and patch management Basic Assurance: Health Dashboards – Network, Client, Application; Switch and Wired Client Health Monitoring SD-Access: Policy-based Automation and Assurance for Wired and Wireless Network assurance and analytics: Global Insights, Trends, Compliance, Custom Reports; Switch 360, Wired Client 360; Fabric and Non-Fabric Insights; App Health 		

Support		
3-years contract including access to Technical Assistance Center engineers 24x7; Online Technical Resources; Software Updates; Advance Hardware Replacement 8x5xNBD		

Name & Signature of the Bidder:	

Server Farm switches (Fiber) – SW03

Brand name & Model Number:					
Country of Origin:					
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #			
Hardware					
 96 10/25G SFP+ downlink ports can be configured to work as 10-Gbps or 25-Gbps ports 12 uplinks ports can be configured as 40- and 100-Gbps ports Support for 16/32-Gbps Fiber Channel FC/FCoE ports Switching capacity up to 7.2 Tbps of bandwidth Forwarding rate Up to 2.4 bpps 					
Features					
 Support for Software Defined Networking Support for standards based VXLAN EVPN fabrics, inclusive of hierarchical multi-site support Support for Three-tier BGP architectures Support for Segment routing Comprehensive protocols support for Layer 3 (v4/v6) unicast and multicast routing protocol suites, including BGP, Open Shortest Path First (OSPF), Enhanced Interior Gateway Routing Protocol (EIGRP), Routing Information Protocol Version 2 (RIPv2), Protocol Independent Multicast Sparse Mode (PIM-SM), Source-Specific Multicast (SSM), and Multicast Source Discovery Protocol (MSDP). IEEE 802.1ae MAC Security (MACsec) support on all ports Intelligent buffer management functions: Approximate Fair Dropping (AFD) with Elephant Trap (ETRAP); Dynamic Packet Prioritization (DPP) Support for RDMA over Converged Ethernet – RoCE Virtual Port-Channel (vPC) 64-way Equal-Cost MultiPath (ECMP) routing Advanced reboot capabilities include hot and cold patching. Hot-swappable Power-Supply Units (PSUs) and fans with N+1 redundancy. 					
Support					
3-years contract including access to Technical Assistance Center engineers 24x7; Online Technical Resources; Software Updates; Advance Hardware Replacement 8x5xNBD					

Name & Signature of the Bidder:	

Server Farm switches (copper) – SW04

Brand name & Model Number:				
Country of Origin: Quantity: 2				
tem's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #		
Hardware				
 96 10GBASE-T downlink ports can be configured to work as 100-Mbps, 1-Gbps, or 10-Gbps ports 12 uplinks ports can be configured as 40- and 100-Gbps ports Switching capacity up to 4.32 Tbps of bandwidth Forwarding rate Up to 2.5bpps IPv4 Longest Prefix Match (LPM) routes 896,000 IPv4 host entries 896,000 IPv6 Longest Prefix Match (LPM) routes 498,000 IPv6 host entries 896,000 MAC address entries 256,000 Multicast routes 128,000 Internet Group Management Protocol (IGMP) snooping groups 32,000 VLANs 40965 Virtual Routing and Forwarding (VRF) instances 16,000 ECMP paths 64 Port channels 512 Links in a port channel 32 Active SPAN sessions 4 VLAN's in Rapid per-VLAN Spanning Tree (RPVST) instances 3,967 Hot-Standby Router Protocol (HSRP) groups 490 				
 Network Address Translation (NAT) entries 1,023 Multiple Spanning Tree (MST) instances 64 				
Features				
 Support for Software Defined Networking Support for standards based VXLAN EVPN fabrics, inclusive of hierarchical multisite support Support for Three-tier BGP architectures Support for Segment routing Comprehensive protocols support for Layer 3 (v4/v6) unicast and multicast routing protocol suites, including BGP, Open Shortest Path First (OSPF), Enhanced Interior Gateway Routing Protocol (EIGRP), Routing Information Protocol Version 2 (RIPv2), Protocol Independent Multicast Sparse Mode (PIM-SM), Source-Specific Multicast (SSM), and Multicast Source Discovery Protocol (MSDP). IEEE 802.1ae MAC Security (MACsec) support on all ports Intelligent buffer management functions: Approximate Fair Dropping (AFD) with Elephant Trap (ETRAP); Dynamic Packet Prioritization (DPP) Support for RDMA over Converged Ethernet – RoCE Virtual Port-Channel (vPC) 64-way Equal-Cost MultiPath (ECMP) routing Advanced reboot capabilities include hot and cold patching. Hot-swappable Power-Supply Units (PSUs) and fans with N+1 redundancy. 				
3-years contract including access to Technical Assistance Center engineers 24x7; Online Technical Resources; Software Updates; Advance Hardware Replacement 8x5xNBD				

Name & Signature of the Bidder:	

<u>Management Switch – SW05</u>

Brand name & Model Number: Country of Origin: Quantity: 2		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Hardware		
 48 ports 1G and support for modular uplinks 		
Features		
 Line-rate, hardware-based Flexible NetFlow (FNF) IPv6 support in hardware Dual-stack support for IPv4/IPv6 and dynamic hardware forwarding table allocations Support for both static and dynamic NAT and Port Address Translation (PAT) Precision Time Protocol (PTP; IEEE 1588v2) Operating system with support for model-driven programmability including NETCONF, RESTCONF, YANG, on-box Python scripting, streaming telemetry, container-based application hosting, and patching for critical bug fixes, and built-in defenses to protect against runtime attacks. SD-Access: Policy-based automation from edge to cloud; Simplified segmentation and micro-segmentation, with predictable performance and scalability. Encrypted Traffic Analytics (ETA) MACsec 256-bit encryption algorithm 		
Support		
3-years contract including access to Technical Assistance Center engineers 24x7; Online Technical Resources; Software Updates; Advance Hardware Replacement 8x5xNBD		

Name & Signature of the Bidder:	

Access switches 48 Ports-SW06

Brand name & Model Number:		
Country of Origin:		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
Hardware		
 48 ports 1G PoE+ (over copper) and 4 ports 10G uplinks (over fiber) 2 x Stacking modules Switching capacity up to 176 Gbps Switch capacity with Stacking up to 256 Gbps Forwarding rate up to 130.95 Mpps Forwarding rate with Stacking up to 190 Mpps Stacking bandwidth 80Gbps Total number of MAC addresses Up to 16,000 Features Switch fundamentals: Layer 2, Routed Access (RIP, EIGRP Stub, OSPF — 1000 routes), PBR, PIM Stub Multicast (1000 routes), PVLAN, VRRP, PBR, CDP, QoS, FHS, 802.1X, MACsec-128, CoPP, SXP, IP SLA Responder, SSO Automation: NETCONF, RESTCONF, YANG, PnP Agent, PnP Telemetry and visibility: Model-driven telemetry, sampled NetFlow, SPAN, RSPAN Advanced telemetry and visibility: Flexible NetFlow, EEM Security: MACsec-128 (MACsec-256 on C9200CX SKUs) Element management: Discovery, inventory, topology, software image, 		
 licensing, and configuration management Day 0 network bring-up automation: network settings, device credentials, LAN Automation, Host onboarding 		
 Basic Assurance: Health Dashboards – Network, Client, Application; Switch and Wired Client Health Monitoring 		
Support		
3-years contract including access to Technical Assistance Center engineers 24x7; Online Technical Resources; Software Updates; Advance Hardware Replacement 8x5xNBD		

Name & Signature of the Bidder:	

Access Switches 24 Ports-SW07

Brand name & Model Number:			
Country of Origin:			
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #	
Hardware			
 24 ports 1G PoE+ (over copper) and 4 ports 10G uplinks (over fiber) 2 x Stacking modules Switching capacity up to 128 Gbps Switch capacity with Stacking up to 208 Gbps Forwarding rate up to 95.23 Mpps Forwarding rate with Stacking up to 155 Mpps Stacking bandwidth 80Gbps Total number of MAC addresses Up to 16,000 			
Features			
 Switch fundamentals: Layer 2, Routed Access (RIP, EIGRP Stub, OSPF — 1000 routes), PBR, PIM Stub Multicast (1000 routes), PVLAN, VRRP, PBR, CDP, QoS, FHS, 802.1X, MACsec-128, CoPP, SXP, IP SLA Responder, SSO Automation: NETCONF, RESTCONF, YANG, PnP Agent, PnP Telemetry and visibility: Model-driven telemetry, sampled NetFlow, SPAN, RSPAN Advanced telemetry and visibility: Flexible NetFlow, EEM Security: MACsec-128 (MACsec-256 on C9200CX SKUs) Element management: Discovery, inventory, topology, software image, licensing, and configuration management Day 0 network bring-up automation: network settings, device credentials, LAN Automation, Host onboarding 			
Basic Assurance: Health Dashboards – Network, Client, Application; Switch and Wired Client Health Monitoring			
Support			
3-years contract including access to Technical Assistance Center engineers 24x7; Online Technical Resources; Software Updates; Advance Hardware Replacement 8x5xNBD			

Name & Signature of the Bidder:	

<u>IP Telephony – Server upgrade – SW08</u>

Brand name & Model Number:			
Country of Origin:			
Item's Features and Minimum Technical Requirements	QTY	Check if available	Datasheet Ref/Page #
Enterprise-grade IP telephony server with comparable processing	3		
power and capabilities			
Quad-port 1 Gigabit Ethernet network adapter, Intel i350 or	4		
equivalent			
Riser card including 3 PCIe slots (x8, x8, x8)	2		
12Gbps Modular RAID controller with 4GB cache memory	2		
300GB 12Gbps SAS hard drive, 10K RPM, small form factor	28		
RAID 5 configuration capability	2		
16GB DDR4-2933-MHz RDIMM, 1Rx4, 1.2v	12		
2.6 GHz processor with 14 cores, 19.25MB Cache, DDR4	2		
1050W AC power supply unit for rack servers	4		
Power cord, 250VAC 10A with CEE 7/7 Plug, EU standard	4		
VMWARE or Equivalent Virtualization software licenses,	2		
compatible with enterprise-level IP telephony			
This upgrade will replace the 2 existing appliances BE7M-M4-K9(Cisco B	usiness Ec	lition 7000M Svr
(M4)) running the Cisco CallManager version 11.5.1.10000-6 which	h are end	l of suppo	rt.

Name & Signature of the Bidder:	

<u>IP Telephony – Licenses - Flex – SW09</u>

QTY	Check if available	Datasheet Ref/Page #
1		
1		
6		
184		
326		
150		
522		
6		
326		
184		
156		
528		
1		
3800		
190		
1		
1		
5		
20		
1		
1		
1		
5		
	1 1 6 184 326 150 522 6 326 184 156 528 1 3800 190 1 1 5 20 1	available 1

This upgrade for the existing IP telephony licenses is necessary to maintain the based communications infrastructure from basic calling to advanced contact center functionalities.

20

Name & Signature of the Bidder:	

On-Premises UCCX Standard Agent License v12.5 (12.6)

<u>Load Balancer – SW10</u>

Brand name & Model Number:			
Country of Origin:			
Item's Features and Minimum Technical Requirements	QTY	Check if available	Datasheet Ref/Page #
Interfaces			
 4 x 1/10GBase-T - RJ-45 4 x 1 Gigabit Ethernet/10Gb Ethernet/25Gb Ethernet - SFP/SFP+/SFP28 1 x 1000Base-T (management) - RJ-45 1 x management (USB 3.0) 1 x serial / console 			
Encryption Algorithm			
SSL, FIPS 140-2 Level 2			
Features			
Support for DDos attack prevention, Web Application Firewall (WAF), secure web gateway, multi-tenancy (VRF), 16-core CPU			
Performance			
 L4 Concurrent connections: 38M TLS/SSL throughput: 30K transactions per second ECDHE throughput: 14K transactions per second Layer 7 throughput: 30 Gbps Layer 4 throughput: 40 Gbps Bulk encryption: 20 Gbps Request rate (layer 7): 1.3M requests per second Request rate (L4 HTTP): 2.5M requests per second Connection rate (layer 4): 500K connections per second Software compression: 20 Gbps 			
Support			
3-years contract including access to Technical Assistance Center engineers 24x7; Online Technical Resources; Software Updates; Advance Hardware Replacement 8x5xNBD			

Name & Signature of the Bidder:	
•	

<u>Installation and Configuration – SW11</u>

Brand name & Model Number:		
Country of Origin: Quantity: 1		
Item's Features and Minimum Technical Requirements	Check if available	Datasheet Ref/Page #
The bidder is required to offer professional services to deliver a comprehensive turnkey solution for integrating all newly provisioned equipment with the existing hardware at MEHE. This includes the procurement of all necessary items for integration, such as, but not limited to, power cables, SFP modules, network cabling, and fiber patch cords. Additionally, when necessary, the supplier must manage the transition from the old infrastructure platform to the new infrastructure platform facilitated by the new equipment."		

Name & Signature of the Bidder:	

Annex II

Profile Requirements

Profile Required Documents	Evidence Available Yes/No	Evidence Document Name
 CVs of the technical engineers who will oversee the implementation of the requested work (minimum three engineers). These engineers should have valid Certifications that demonstrate their ability to install and troubleshoot the proposed solution. The CVs must provide evidence of their experience in installing the proposed solution in other institutions. The bidder should assign at least 1 x Senior System and Network Engineer and 2 x System and Network Engineers to supervise and support in the implementation of the project. Evidence should be provided as proof for the above. The above-mentioned Engineers should be directly involved in the preliminary planning / design of the 		
project. The bidder should provide vendor certified maintenance contracts for all proposed solutions.		
Availability of a Project Management team and a minimum experience of 5 years in large scale projects.		
The Bidder should have a high level of partnership for more than two years with any manufacturer involved in his proposal. Evidence of certified engineer from manufacturer for proposed solution should be provided.		
The supplier is required to submit a valid, non-expired manufacturer authorization for the items proposed. This ensures that the supplier is officially recognized and permitted by the manufacturer to distribute the specified products.		
The bidder should have a dedicated Support team. The team capabilities and certifications should be submitted. In addition, they should provide their internal escalation procedure in case the Service Desk is unable to resolve an incident in the first instance or any subsequent instance.		
The bidder should provide an implementation plan that includes detailed schedule of events, duration and phases which shall meet the deadlines set in this bidding document. Vendor should be responsible for integration and support		

coordination for all the project's hardware and software included in the Bid	

Name & Signature of the Bidder:	

TERMS OF REFERENCE INSTITUTIONAL CONTRACT

Section: Title:	Date:	
Title.	Infrastructure for the Ministry of Education and	
	Higher Education - Lebanon Duty station:	
Reporting to:	Contract type:	
Duration:	Start date:	
Section	Content	
Background	The Ministry of Education and Higher Education of Lebanon implementing a range of initiatives to ensure access to qualichildren in the country. One such initiative is the Transition Education Fund (TREF), which encompasses three key dimer Costing, Funding, and Disbursement Modality, (2) Partnersh Education Service Delivery and Results. TREF has been deve aid modality between MEHE and UNICEF, aiming to harmon support for MEHE's 5-year Plan for General Education 2021-specifically designed to address the significant challenges ar Lebanese education system in response to the current crisis Within the TREF framework, considerable focus is placed on in education and data supply management. With increasing donors and education partners, MEHE recognizes the need systems and applications to effectively manage and utilize e optimization of data management in the education sector is schools, Regional Education Offices (REOs), and other stakel access to data, facilitating informed decision-making and effallocation.	ity education for all and Resilience insions: (1) Planning, ip Governance, and (3) loped as a collaborative ize and optimize 2025. TREF is indiconcerns faced by the digital transformation demands for data from to enhance its current inducational data. The sessential to empower holders with real-time
	Therefore, MEHE is dedicated to advancing its network comby implementing a comprehensive IP telephony, Data Centre Balancer and unified communications solution. This will incled Data Centre Switches, Load balancers and upgrading the exitor a modern telephony server, software upgrades, and necesseeks to collaborate with specialized service providers for the integration of these technologies at its primary and branch objective is to significantly elevate MEHE's communication in robust, scalable, and advanced telephony services in line with trends.	e Switches, Load ude the acquisition of sting telephony system essary licenses. MEHE ne efficient setup and locations. The principal nfrastructure, ensuring
Purpose and C	pjectives The purpose and objectives for LOT 4.4 center on a dual app	proach: upgrading the IP
	telephony and unified communications infrastructure, and so the data center switching and load balancing capabilities at comprehensive upgrade aims to ensure efficient, reliable da network traffic distribution, alongside improved communication on creating a robust, scalable network environment that s	MEHE. This ata management and ation systems. The focus

technological needs, addressing both current requirements and future scalability for MEHE's operations. Bidders are responsible for delivering, installing, and integrating these components with existing equipment, and must procure any additional items necessary to achieve the goals of this assignment for a complete turnkey solution.

Scope of Work and Methodology

Based on the provided technical specifications in ANNEX I (Technical Specifications Lot4.4.docx), here is a brief scope of work and methodology required for this tender:

Scope of Work

- Supply and Installation: Provision and installation of network infrastructure
 components for the Ministry of Education and Higher Education Lebanon,
 including core switches, distribution switches, server farm switches (fiber and
 copper), management switches, access switches, IP telephony server upgrades and
 licenses, and load balancers at the Ministry of Education and Higher Education
 (MEHE) in Lebanon.
- Professional Services: Include labor for installation, integration, and configuration
 of all components into a seamless and fully functional system.
- Integration Services: Each component has detailed technical requirements such as
 capacity, performance, and support expectations that can be found in ANNEX I. The
 scope of work also covers the provision of all necessary licenses, warranties, and
 support contracts for the hardware and software components. Deliver a turnkey
 solution to integrate all newly provisioned equipment with the existing hardware,
 including the procurement of necessary integration items such as power cables,
 SFPs, network cabling, and fiber patch cords.

Methodology

- 1. **Project Planning:** Conduct initial planning and design, ensuring all components meet the ministry's requirements.
- 2. **Procurement:** Acquire the specified network infrastructure components, ensuring compliance with the technical specifications.
- 3. **Installation:** Carry out the physical installation of network components and software configurations at the specified locations within the Ministry.
- 4. **Integration:** Seamlessly integrate the new network infrastructure with the existing setup, including any necessary configuration adjustments for compatibility.
- 5. **Testing and Validation:** Perform comprehensive testing to ensure the network infrastructure operates as intended, with particular attention to the integration aspects.
- 6. **Training and Documentation:** Provide training for the Ministry's IT staff on the new infrastructure and deliver complete documentation covering the installation and configuration details.
- 7. **Support and Maintenance:** Offer post-installation support, including a detailed explanation of the support structure and escalation procedures.

Reporting Requirements	
Profile Requirements	As part of the technical offer, the Bidder should include the documents listed below. Failure to do so could lead to the rejection of the bid: • Compliance with Technical Specifications Sheets: Bidders must complete the technical specification sheets attached to this annex for each required item, indicating brand names where necessary. They should check each minimum requirement listed in the specification sheet if it is met by the proposed item. Technical specifications for the offered items must be highlighted in the attached catalog, with the corresponding Datasheet Ref/Page # specified. All supporting documents describing the technical requirements of the requested items must be attached, with highlights on the required features. • The bidder should demonstrate the capability of local implementation and support by providing the following: • CVs of the technical engineers who will oversee the implementation of the requested work (minimum three engineers). • These engineers should have valid Certifications that demonstrate their ability to install and troubleshoot the proposed solution. • The CVs must provide evidence of their experience in installing the proposed solution in other institutions. • The bidder should assign at least 1 x Senior System and Network Engineer and 2 x System and Network Engineers who have been full-time employees to supervise and support in the implementation of the project. Evidence should be provided as proof for the above. • The above-mentioned Engineers should be directly involved in the preliminary planning / design of the project. • The bidder should provide vendor certified maintenance contracts for all proposed solutions. • Availability of a Project Management team with a minimum experience of 5 years in large scale projects. • The Bidder should have a high level of partnership for more than two years with any manufacturer involved in his proposal. Evidence of certified engineer from manufacturer for proposed solution should be provided. • The supplier is required t

Administrative Issues

- The institution will work under the direct supervision of ICT MEHE in coordination with the UNICEF Education Section.
- The assignment will require frequent consultations and meetings. The institution will be
 responsible to arrange appointments for physical coordination meetings, virtual meetings, field
 visits and any other similar activity.
- The institution will be expected to work independently, although MEHE and/or UNICEF will assist within reasonable parameters to ensure the smooth running of the assignment.
- The institution is not entitled to payment of overtime; all remuneration must be clearly described in the contract agreement.
- To preserve ethical standards, all collected data needs to be considered as confidential and property of UNICEF. Furthermore, the institution is not allowed to use the data for any purposes outside the scope of the current ToR or to share the data with any party without UNICEF's approval.

All data, outputs, and deliverables including software source code, software documentations, databases, web services, dashboards, mobile applications, web applications, web platform, scripts, maps, drawings, images, logos, plans, and reports developed under this assignment are the intellectual property of UNICEF and MEHE.

Evaluation Process and Method

The technical evaluation will be conducted in two rounds.

- 1. **First round:** In this initial stage, Bidders are required to include in their technical proposal all documents outlined below. Failure to include these documents may lead to the disqualification of the bidder:
 - Compliance with Technical Specifications Sheets: Bidders must complete the technical specification sheets for the required items as detailed in the document titled "Technical specifications Profile Requirements LOT4.4.docx" found in Annex I. For each item, bidders should specify the brand name (where applicable) and the country of manufacture. Furthermore, bidders must indicate compliance with each minimum requirement stated in the technical specification sheet by marking "Yes" or "No" next to them. Technical specifications must be highlighted in a catalogue attached for the offered items, with the "Datasheet Ref/Page #" column clearly referencing the page in the supporting documentation. All additional documents that clarify the technical criteria of the requested items, focusing on the outlined features, should be attached by the Bidder.
 - Compliance with Profile Requirements: It is mandatory for Bidders to
 meet the company profile requirements as specified in the document
 "Technical specifications Profile Requirements LOT4.4.docx" in Annex II.
 In addressing the profile requirements in ANNEX II, Bidders must verify
 their compliance. Moreover, the name(s) of the document(s) serving as
 evidence for each requirement should be mentioned, and Bidders are
 expected to attach all such document(s) proving the declared profile
 requirements.

The outcome of the first round will be determined as either "Pass" or "Fail", based on the Bidder's compliance with the required criteria.

Second round: The second round of evaluation focuses on grading the proposals
against a set of specific criteria as per the table below, with a total of 60 points
available. To qualify, a bidder must achieve a minimum score of 40 points.

Criteria	Marks	Benchmarks	Comments
Alignment with	10	Compliance with the	Evaluate the proposal's
Network		detailed Network	adherence to the
Infrastructure		Infrastructure	specified Network
Specifications		specifications including	Infrastructure

		la a reliciona a se el a a fita con el	
		hardware and software	environment
		integration, growth	requirements.
		capabilities, and	
		virtualization support.	
Project	15	CVs of technical	Assess the qualifications
Implementation		engineers with relevant	and experience of the
Team Expertise		certifications and	proposed implementation
		experience in similar	team.
		projects.	
Vendor	10	Evidence of vendor	Review the bidder's level
Certifications and		certifications and	of manufacturer support
Partnerships		partnerships relevant to	and certification for the
		the proposed solution.	proposed solution.
Support and	10	Availability of a	Evaluate the support
Maintenance		dedicated support team	structure and
Capabilities		and maintenance	maintenance capabilities
		contracts for the	for the Network
		proposed solutions.	Infrastructure
			environment.
Project	10	Evidence of project	Consider the bidder's
Management		management experience	experience in managing
Experience		in large-scale projects.	and delivering large-scale
·			projects successfully.
Solution	5	Ability to integrate with	Assess the proposal's
Integration and		existing systems and	flexibility and scalability in
Scalability		support future growth.	integrating with existing
			infrastructure and
			accommodating future
			expansion.
			· ·

UNICEF Lebanon

Deliverables and schedule	Item	Туре	Description	Time in Working Days*
	SW01	Hardware	Core switch DC	30
	SW02	Hardware	Distribution Switch DC	30
	SW03	Hardware	Server Farm Switches (Fiber)	30
	SW04	Hardware	Server Farm Switches (copper)	30
	SW05	Hardware	Management Switch	30
	SW06	Hardware	Access Switches 48 Ports	30
	SW07	Hardware	Access Switches 24 Ports	30
	SW08	Hardware	IP Telephony - Server upgrade	30
	SW09	Software	IP Telephony - Licenses	30
	SW10	Hardware	Load Balancer	30
	SW11	Professional Services	Installation and Configuration	30
	Total 60 Working	Days		

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Ahmad Rimlawi arimlawi@unicef.org Supply & Logistics Associate

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Sibylle Selwan OIC S&L Manager

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OIC Supply and Logistics Manager

UNICEF Lebanon

Security Level: Email, Account Authentication

(None)

Sibylle Selwan OIC S&L Manager

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Sent: 6/4/2024 12:18:26 PM

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In Person Signer Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2024 12:16:22 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	6/4/2024 1:25:05 PM
Signing Complete	Security Checked	6/4/2024 1:26:20 PM
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