

## Annex - A

### Terms of Reference (TOR)

#### FOR THE ESTABLISHMENT OF A FRAME AGREEMENT FOR THE PROVISION OF SECONDARY HIGH-SPEED INTERNET SERVICES FOR UNHCR Premises in Erbil, Sulaymaniyah, and Duhok, KRI, IRAQ.

- **Objective:**

- UNHCR Iraq will establish a 1 + 1 Frame Agreement(s) with a capable service provider for the installation and provision of highly stable and reliable internet services.
- Connection should be either fiber-optic and/or wireless solutions.
- The link should be able to support applications and services such as data communication and the internet between the endpoints.
- Duplex with no additional payment or limitation by traffic amount (unlimited traffic – no download quota) and time.

- **Technical Requirements:**

- The Internet Service Provider (ISP) shall be responsible for providing all hardware equipment required to carry out the full implementation of the project at respective offices that achieve a consistent and reliable connection.
- The ISP shall provide the hardware specification (model, type) and the method of installation must be submitted for technical evaluation and approval.
- Any civil work related to installing the connection and the outdoor antenna (e.g. laying of cables) shall be the responsibility of the ISP.
- Connectivity through wireless solution of P2P must be **200** Mbps at least, fiber optical cable connectivity is an advantage.
- Bandwidth for full duplex/dedicated connections will vary between offices as detailed below. Please note that the internet source shall not be from Nawrouz /Turkey (Türkiye), as UNHCR's primary internet backbone is routed through Turkey (Türkiye).

Please see below requirements accruing to the locations:

#	Location (Office/City)	Type of Connection	Bandwidth Mbps	GPS Location	Required Public IP's
1	Erbil	Full Duplex Fiber Optics or Microwave/WiMAX. (Fiber Optics preferred)	50	N 36.19109 - E 44.00951	2
2	Duhok	Full Duplex Fiber Optics or Microwave/WiMAX. (Fiber Optics preferred)	30	N 36.85743 - E 42.98372	2
3	Sulaymaniyah	Full Duplex Fiber Optics or Microwave/WiMAX. (Fiber Optics preferred)	20	N 35.56555 - E 45.43833	2
4	Reg. Centre Baharka Erbil	Full Duplex Fiber Optics or Microwave/WiMAX. (Fiber Optics preferred)	25	N 36.187796 - E 43.963100	2
5	Arbat, Sulaymaniyah	Full Duplex Fiber Optics or Microwave/WiMAX. (Fiber Optics preferred)	5	N 35.376600 - E 45.609400	2
6	Reg. Centre Salim St., Sulaymaniyah	Full Duplex Fiber Optics or Microwave/WiMAX. (Fiber Optics preferred)	15	N 35.559190 - E 45.417640	2
7	Domiz 1, Duhok	Full Duplex Fiber Optics or Microwave/WiMAX. (Fiber Optics preferred)	20	N 36.782300 - E 42.891400	2
8	Gawilan, Duhok	Full Duplex Fiber Optics or Microwave/WiMAX. (Fiber Optics preferred)	10	N 36.338500 - E 43.615800	2
9	Derabon, Duhok	Full Duplex Fiber Optics or Microwave/WiMAX. (Fiber Optics preferred)	5	N 37.085476 - E 42.428429	2

- The service continuity must not be less than 99.8% of uptime. Any scheduled service or maintenance must be prompted by email or phone call at least two (2) working days ahead.
- 2 Public IPs provided with the service with direct IP connectivity and unfiltered access to the internet.
- The ISP should have a reliable backup source for the internet as a Backbone, not less than 50% of actual speed in case of main service is down to guarantee better services and a secure connection to help forward the internet service directly without any defects of the browsing.
- Latency Domestic <2ms to ISP gateway and to Europe <100ms.

- **Network Operating Center**

- Any issues with channels of wireless connectivity should be monitored to ensure service continuity 24/7.
- Technical Support and/or Help Desk: The Internet Service Provider (ISP) must have the ability to provide 24 hours/day for 365 days/year technical support and/or help desk availability for monitoring and troubleshooting purposes, resolving incidents relating to

the Internet access service. Please provide details of the contact person including email and phone.

- ISP should have a preventive maintenance plan to be conducted on a regular basis (e.g every 6 months).
- Provide network monitoring (PRTG) access for service provided and generate weekly reports when needed.
- Data confidentiality guarantee: ISP may not scan traffic (if this should be done for finding problems in the network a prior UNHCR agreement must be obtained).
- If the service is not delivered with the minimum requirement while the ISP is being notified at least twice through written email, then UNHCR has the right to stop the service and change the provider without any penalties or any legal consequences.

- **Penalties:**

- If the availability of the link falls at or below 80.0% on any given month period UNHCR shall be exempted of payment for the affected month and UNHCR reserves the right to terminate the contract.
- The link throughput will be monitored and may be randomly tested by UNHCR without previous notification to the ISP, if the throughput is found to be less than the specified, UNHCR reserves the right to terminate the contract if it desires due to "The failure of the ISP to deliver the contracted service".
- The Technical Support and/or Help Desk been provided for the link by the ISP is to be considered as part of the agreement. Failure to respond to support request will be considered as "Failure of the provider to deliver the contracted service" and amendments or cancelation of the contract may happen at the sole request of UNHCR.

- **Performance Evaluation & Review:**

- The Service Provider shall meet periodically with authorized UNHCR representative to discuss issues of mutual concern, to review the Service Provider performance and to discuss improvements which the Service Provider should make in order to achieve a more effective service and support.

- **Payment Terms:**

- The installation fee shall be paid after completion of installation/commissioning and certification by a UNHCR-authorized representative.
- Monthly charges shall be paid within 30 calendar days of receipt of invoices by UNHCR.
- UNHCR reserves the right to reduce the fees, should the service outage by the Service Provider be continuous and is more than 24 hours in a week.