



Request for Proposal (RFP)

21th April 2008

Dear Sir/Madam,

Subject: RFP for VSAT services between UNDP Cuba Country Office and your service location for provision of full IP/Internet service

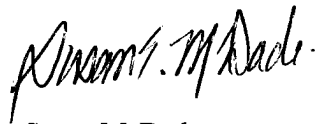
1. You are requested to submit a proposal for VSAT circuit and Internet services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract..... (Annex II)
 - iii. Terms of Reference (TOR)..... (Annex III)
 - iv. Proposal Submission Form(Annex IV)
 - v. Price Schedule(Annex V)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 5th May 2008, 12 noon local time.

Ms. Susan McDade
Resident Representative
UNDP Cuba
Fax No. (53-7) 204-1516

Mail address: Calle 18 No. 110, entre 1ra.y 3ra. Miramar. Playa. La Habana, Cuba
4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Susan McDade". The signature is written in a cursive style with a horizontal line through the middle of the letters.

Susan McDade
Resident Representative
UNDP Cuba

Annex I

Instructions to Offerors

A. Introduction

1. General

The United Nations Development Programme hereby invites you to submit a quotation for implementing full IP/Internet connectivity via a VSAT Circuit between UNDP Cuba Country Office, located at Calle 18 No. 110, entre 1ra. Y 3ra. Miramar, Playa, Havana, Cuba and the VSAT Hub facilities of your company, from where the UNDP Cuba office will be provided with full Internet connectivity.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English/Spanish language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English/Spanish translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English /Spanish translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The

Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, a template of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US dollars.

11. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid

for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

Proposals should be prepared in two separate documents – one for the 'Technical Component' and the other for the 'Price Component'.

The Offeror shall prepare five copies of each document, clearly marking the original copy as "Original Proposal" and the rest marked "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern.

The five copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

D. Submission of Proposals

13. Sealing and marking of proposals

The proposal should be prepared as follows:

- Two separate documents – one for the 'Technical Component' and the other for the 'Price Component'
- In five copies of each document, with one marked "Original" and four others marked "Copy" (In the event of discrepancies, the original shall govern.)
- Sealed in one outer and two inner envelopes:

Please note that failure to follow this procedure may result in your proposal being disqualified.

The outer envelope shall contain the two inner envelopes and shall be addressed as follows:

Susan McDade
Resident Representative

UNDP Cuba
Calle 18 No. 110,
Entre 1ra. Y 3ra., Miramar, Playa
Havana, Cuba
Re: VSAT Services

The first inner envelope should be marked "Technical Component" with your firm's name and address, and contain ONLY the Proposal Submission Form and the Technical Component of your proposal.

The second inner envelope should be marked "Price Component" with your firm's name and address, and contain ONLY the Price Component Form(s).

14. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than 5th May 2008, 12 noon, local time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

16. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by email registry.cu@undp.org but this copy should be followed by the original via courier.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

17. Other Bidder response instructions with regards to the Technical Component

Bidder's submission should contain sufficient information in the form of network diagrams and brief descriptions so that the architecture and technology being proposed can be quickly and comprehensively understood without the need to read lengthy brochures and technical specifications.

Bidders should furthermore ascertain that their country of incorporation does not consider service operation in Cuba as illegal; if this is the case, appropriate license/certificate of exemption should be presented.

All technology offered must have been successfully in use by the Bidder for at least 6 months in environmental conditions similar to that which will be encountered in the UN network as the UN does not want to be an experimental test bed for new technology.

Any lead times for relevant infrastructure expansion, equipment procurement and personnel recruitment should be clearly identified

Bidders must attach the following documents:

- I. A company financial statement covering the past 3 years;
- II. A description of the company's corporate structure, including ownership and country of incorporation;
- III. A copy of the company's corporate briefing;
- IV. A diagram depicting the company's existing hub infrastructure and associated services such as hub capabilities: Internet connections: PSTN access: Terrestrial connectivity etc which will be used in the provision of this service to the UN agencies;

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept

the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be compared. The contract will be awarded to the Contractor offering the best value for money.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	30%	300					
2.	Resource Plan	20%	200					
3.	Proposed Methodology	50%	500					
Total			1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Resource Plan

Form 3: Proposed Methodology

Note: The score weights and points obtainable in the evaluation sheets are tentative and could be changed.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / Organization submitting proposal							
1.1	Reputation of Organization and Staff (Competence / Reliability)	50					
1.2	Litigation and Arbitration history	25					
1.3	General Organizational Capability which is likely to affect delivery of services (i.e. loose consortium, holding company or one firm, size of the firm / Organization, strength of project management support e.g. project financing capacity and project management controls)	100					
1.4	Quality assurance and quality of delivery in terms of: - Project management - Post implementation technical support	50					
1.5	Relevance of (per TOR): - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes	75					
Total Part 1		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Resource Plan - Key and Representative Personnel							
2.1	Project Manager	40					
	Sub-Score						
	General Qualification	10					
	Suitability for the Project						
	- Experience and success with similar projects.	25					
	- Knowledge of the regions where the VSAT systems will be implemented.	5					
		40					
2.2	Networking / IP Expert	100					
	Sub-Score						

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Resource Plan - Key and Representative Personnel								
	General Qualifications in terms of: - Networking / IP Certification - Experience with Telephony systems - Experience with Network security - Experience with IP traffic management (traffic shaping, bandwidth management & QoS).	70						
	Suitability for the Project							
	- Work experience in the telecommunications sector & VSAT business.	15						
	- Experience and success with similar projects.	15						
		100						
2.3	Satellite Systems Engineer		60					
		Sub-Score						
	General Qualifications in terms of - Knowledge of link budgets and frequency planning. - Knowledge of VSAT outstations (Hub & remote), installation, commissioning and validation. - Detailed knowledge of RF equipments & modulation techniques. - Familiarity with satellite technology used in the proposed solution.	45						
	Suitability for the Project							
	- Experience and success with similar projects & provision of expertise in similar networks.	15						
		60						
Total Part 2			200					

Technical Proposal Evaluation Form 3			Points obtainable	Company / Other Entity				
				A	B	C	D	E
Capabilities and quality of technical Solution and post-implementation technical support								
3.1	Compliance with technical requirements		250					
3.2	Compliance with service requirements in terms of: - Compliance with requirements for facility management services and operations (Help Desk) and - Arrangements/quality of on-going service maintenance		250					
Total Part 1			500					

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

ANNEX II

UNDP GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) Name UNDP as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

E. 9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP,

of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 30 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL

Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20. MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Annex III

Terms of Reference (TOR)

1. UNDP's Country Office in Cuba is located in Calle 18 No. 110, entre 1ra. Y 3ra., Miramar, Playa, Havana, Cuba. All staff in this office have access to Internet via a dedicated VSAT service. A **diagram** showing the layout of the current UNDP Cuba network is attached. It should be noted that the routing device (CISCO 3745) managed by the VSAT service provider is located at the UNDP Cuba office while the VSAT antenna, transceiver and satellite modem are located at the Government premises in Cojimar. The distance between these locations is 50 km, and UNDP Cuba office and the Government has installed a fiberoptic cable interconnecting these devices, implying that the end users notice little difference (the latency of the fiberoptic leased line is about 10 ms).
2. The new VSAT Service requested for in this RFP will replace the existing VSAT service, the contract for which is expiring 31st May 2008, and provide full TCP/IP Internet connectivity. UNDP Cuba will continue to be responsible for the leased fiberoptic line between its office and Cojimar where the VSAT antenna is located.
3. The bandwidth required on a dedicated and non-sharable basis is 384 kbps full duplex with an option to upgrade to 512 kbps full duplex.
4. The successful bidder is expected to provide at least 6 publicly routable IP addresses.
5. UNDP requires a turnkey solution for the installation of the VSAT circuit that is to provide UNDP Cuba with full TCP/IP connectivity to the Internet backbone.
6. The successful provider must have 7x24x365 coverage for technical assistance and/or helpdesk facilities. The provider is also responsible for contacting designated UNDP network specialist(s) for both scheduled and un-scheduled downtime.
7. The successful bidder must have direct Tier-1 access from its VSAT Hub to the Internet backbone and it is required to provide full disclosure of its peering arrangements, as well as of its current partnership agreements.
8. Bidders are required to describe what alternate routing or fallback arrangements for continuity of service they have in place, should their primary link(s) to the Internet backbone become non operational.
9. The selected provider must provide a web interface facility for UNDP to retrieve real time and historical information on network performance, utilization and usage analysis.
10. UNDP may wish to visit the vendor's Network Operations Centre.
11. Prospective providers must include their proposed Service Level Agreement (SLA) terms and conditions that would be applicable to this engagement.
12. The providers will be evaluated based on the price of proposal, Point of Presence, presence at local, national and international exchanges, peering arrangements, partnership agreements, and references.

- 13. Average Round-trip latency to the Internet backbone from UNDP Cuba shall not exceed 700 ms.**
- 14. Jitter must be less than 60 ms**
- 15. Packet loss must be less than 1%**
- 16. The Service Level Agreement (SLA) must guarantee on an annual basis a service availability of at least 98.5%., and in the event of a VSAT failure requiring dispatch of a VSAT technician to UNDP Cuba, the MTTR shall not exceed 72 hours counting from the time the service went down. Bidder should describe in detail the support structure and equipment configuration that will be used to deliver these service levels to show that the stated compliance can be delivered. Bidder should propose penalty schemes, both monthly and cumulative annual, for failure to meet these service levels that they would be prepared to accept in the LTA.**
- 17. The VSAT circuit should be based on SCPC technology. Bidder should describe in detail the technology used.**
- 18. Use of existing VSAT equipment, in accordance with attached inventory list (Annex VI) is encouraged.**

Annex V

PRICE SCHEDULE

IP/INTERNET SERVICES FOR UNDP HQ

Service Provider Information

Price Component

Installation Charges	Monthly Recurring Charges bandwidth - 384 kbps duplex scenario	Other misc. and one time charges – 384 kbps scenario (please provide breakdown)	Monthly Recurring Charges bandwidth - 512 kbps duplex scenario	Other misc. and one time charges – 512 kbps scenario (please provide breakdown)

Annex VI – technical details of the Existing UNDP Cuba VSAT installation

Location: Latitude: N 23 ' 162", Longitude: E 277' 687"

Power: 120V

Outdoor Equipment:

Antenna Size: 2.4 m

Antenna type: Prodelin, C-band, Series 1244

SSPA codan 10W C-Band

Converter Codan 5700 2 N S

Indoor Equipment: Paradise P300 Modem

Router:

1. Cisco 1760 at antenna location
2. Cisco 3745 with switch module

