

REQUEST FOR QUOTATION (RFQ)

To: Interested Bidders	DATE: April 30, 2019		
	REFERENCE: RFQ/UNDP/027/2019 - Long Term Agreement (LTA) for		
	Media Advertisement Agency		

Dear Sir / Madam:

We kindly request you to submit your quotation for Long Term Agreement (LTA) for Media Advertisement Agency, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before May 14, 2019 at 16:00 hrs (Jakarta Local Time) and via $\boxtimes e\text{-mail}$, or $\boxtimes courier\ mail$ to the address below:

United Nations Development Programme
United Nations Development Programme - UNDP (Procurement Unit)
Menara Thamrin Building, 7th Floor, Kav. 3, Jl. M.H. Thamrin, Jakarta 10250
Ph: 021-2980-2300
Attn: Procurement Unit

Ref: RFQ/UNDP/027/2019

or Email to:

bids.id@undp.org

Quotations submitted by email must be limited to a maximum of 4MB, virus-free and no more than four (4) email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned service:

Exact Address of Delivery Location	Menara Thamrin Building, 7th Floor, Kav. 3, Jl. M.H. Thamrin, Jakarta 10250
Preferred Currency of Quotation ¹	⊠Local Currency : Indonesian Rupiah (IDR)
Value Added Tax on Price Quotation ²	☑ Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	May 14, 2019 at 16:00 hrs (Jakarta Local Time)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	□ English
Documents to be submitted	 ☑ Duly Accomplished Form as provided in Annex II, and in accordance with the list of requirements in Annex I; ☑ Latest Business Registration Certificate; ☑ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
Period of Validity of Quotes starting the Submission Date	
Partial Quotes	Not permitted ■ Not permitted
Payment Terms ³	☑ 100% upon complete delivery of services

-

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.
² This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies

from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

³ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

Evaluation Criteria	☐ Technical responsiveness/Full compliance to requirements and lowest price ⁴				
	☑ Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criteria and cannot be deleted regardless of the nature of services required]				
UNDP will award to:	☑ One and only one supplier for each lot				
Type of Contract to be Signed	□ Long-Term Agreement ⁵ (PO will be created for each request)				
Annexes to this RFQ ⁶	Specifications of the Services Required (Annex 1)				
	☑ Form for Submission of Quotation (Annex 2)				
	☐ General Terms and Conditions / Special Conditions (Annex 3).				
	Non-acceptance of the terms of the General Terms and Conditions				
	(GTC) shall be grounds for disqualification from this procurement process.				
Contact Person for Inquiries	Sri Hastutiningsih				
(Written inquiries only) ⁷	UNDP Procurement Unit				
	Email: sri.hastutiningsih@undp.org				
	Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.				

Services offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be

⁴ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁵ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

Where the information is available in the web, a URL for the information may simply be provided.

⁷ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Martin Kurnia Procurement Analyst 30 April 2019

Terms of Reference Media Advertisement Agency

The United Nations Development Programme (UNDP) on behalf of UNDP and Other UN Agencies in Indonesia hereby invites you to submit a Quotation to this Request for Quotation (RFQ) for the above-referenced subject.

The purpose of this tender is to conclude a Long Term Agreement (LTA) for a maximum of three (3) years for Media Advertisement Agency with a company specialized in this area of services. The successful company will be contracted for an initial period of one year, and the contact shall be renewable upon satisfactory evaluation of performance. An estimated turnover on event related services within three (3) years would be around USD 140,000. However, UNDP and other UN Agencies do not warrant it will place orders for this amount and is not bound by the LTA to purchase any minimum amount of services. UNDP and other UN Agencies reserves the right to utilize other sources at its discretion to assure value for money.

I. Background Information

One of the guiding principles in the recruitment and selection of UNDP personnel is Competition, which means that selection will follow a visible and fair competitive process for all vacancies, regardless of post, contractual modality or hiring unit, except when such a competitive process is not practicable.

Based on this principle, in addition to posting job vacancies on the UNDP office web page, national/local media advertising is also recommended, depending on the degree of knowledge and skills required and with due regard to the cost/benefit issue.

II. Objectives

UNDP Indonesia intends to establish Long Term Agreement(s) with Advertising Agency(s) to ensure all UNDP advertisements in the national/local newspapers could be posted in an accurate, well designed and timely manner.

III. Scope of work

In keeping with the objective as stated above, the Advertising Agency should be able to come up with a proper lay out design upon receiving draft advertisement from UNDP, and able to post the advertisement in the national/local newspapers as requested by UNDP, within a minimum of 2 (two) working days notice.

IV. Activities

1. The Advertising Agency should assign 2 staff to serve as UNDP contact persons and provide

their contact numbers (email accounts and mobile phones numbers) to UNDP.

- Upon receiving draft of advertisement from UNDP, the Advertising Agency shall provide with 48 hours a lay out design with the actual size of advertisement as appeared in the newspaper, along with advertisement cost.
- 3. Upon receiving approval from UNDP, the Advertising Agency shall post the advertisement on the national/local newspaper(s) and on the date(s) as required by UNDP.

V. Deliverables

All advertisement (s) are accurate, well designed and posted on the national/local newpaper(s) on the date(s) as required by UNDP providing a minimum of 2 working days notice was given by UNDP.

VI. Qualifications

Advertising Agencies wishing to be considered for the services described herein should have the following qualifications:

- Professional experience: having at least 3 years experience in media advertising field with ability to post advertisements in all well known national/local newspapers throughout Indonesia.
- 2. Technical capacity: the Advertising Agencies is currently employing professional staff with proven record of achievements

The Advertising Agencies will include in its offer a proposal regarding the maximum discount to be offered for advertisement posted in:

Lot 1: National Newspaper

1	Kompas	Weight 50%		
2	The Jakarta Post	Weight 30%		
3	Media Indonesia	Weight 10%		
4 Koran Tempo		Weight 10%		

Lot 2: Local Newspaper

1	Serambi Indonesia (Aceh)	
2	Analisa (Medan)	
3	Riau Post	
4	Padang Express	
5	Cendrawasih Post	Equal Weight
5	Cahaya Papua	
7	Harian Fajar (Makassar)	
8	Radar Sulteng	
9	Mercusuar	

10	Kupang Post	
11	Lombok Post	
12	Ambon Express	
13	Sriwijaya Post (Palembang)	
14	Jambi Ekspress (Jambi)	
15	Kaltim Pos (Samarinda)	
16	Kalteng Post (Palangkaraya)	
17	Pontianak Pos	
18	Balikpapan Pos	
19	Banjarmasin Post	
20	Pikiran Rakyat (Bandung)	
21	Kedaulatan Rakyat (Yogyakarta)	
22	Solo Pos	
23	Bali Pos	
24	Radar Cirebon	
25	Jawa Post (Surabaya)	

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION8

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery9)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. RFQ/UNDP/027/2019:

Price Schedule

- 1. The Price Schedule must provide a detailed cost breakdown for each item, and the Price should be exclusive any taxes.
- 2. Bidders are requested to give discount rate and this will form the basis for financial comparison.
- 3. Bidders should provide a valid advertisement rates from the media along with this price schedule.
- 4. Contracts will be awarded to the Bidder that offers the lowest priced technically responsive bid. The lowest price is associated with the maximum discount to be offered.
- 5. This price schedule initially shall be in full force and effect for a period of one year. Subject to satisfactory performance of the Contractor in the initial period, this Agreement can be renewable by mutual agreement of the Parties and in writing. The maximum period of the present Agreement is limited to three (3) years.
- 6. The format shown below should be used in preparing the Price Schedule.

No	Advertisement Media	Discount Rate (%)	Advertisement Rate from the Media - B/W (IDR)	Advertisement Rate from the Media - Color (IDR)
	LOT 1 National Newspaper			
1	Kompas			
2	The Jakarta Post			
3	Media Indonesia			
4	Koran Tempo			
	LOT 2 Local Newspaper			
1	Serambi Indonesia (Aceh)			
2	Analisa (Medan)			
3	Riau Post			
4	Padang Express			

⁸ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

5	Cendrawasih Post		1
6	Cahaya Papua		
7	Harian Fajar (Makassar)		
8	Radar Sulteng		
9	Mercusuar		
10	Kupang Post		
11	Lombok Post		
12	Ambon Express		
13	Sriwijaya Post (Palembang)		
14	Jambi Ekspress (Jambi)		
15	Kaltim Pos (Samarinda)		
16	Kalteng Post (Palangkaraya)		
17	Pontianak Pos		
18	Balikpapan Pos		
19	Banjarmasin Post		
20	Pikiran Rakyat (Bandung)		
21	Kedaulatan Rakyat (Yogyakarta)		
22	Solo Pos		
23	Bali Pos		
24	Radar Cirebon		
25	Jawa Post (Surabaya)		

	Your Responses				
Other Information pertaining to our Quotation are as follows :	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal		
Comply to meet the requirement stated in the TOR of Annex 1					
Validity of Quotation: 60 days					
Comply to meet all Provisions of the UNDP General Terms and Conditions					

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes

expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

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 Purchase Order 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 Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section 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 related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor 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, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods,

services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 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.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.