



United Nations Population Fund  
UN House  
Plot 617, Diplomatic Zone,  
Central Area District,  
P.M.B. 2851,  
Garki, Abuja  
E-mail: [unfpangprocurement@unfpa.org](mailto:unfpangprocurement@unfpa.org)  
Website: [www.nigeria.unfpa.org](http://www.nigeria.unfpa.org)

Date: 18/04/2023

## REQUEST FOR QUOTATION RFQ N° UNFPA/NGA/RFQ/23/003

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

**“Consultancy Services for the Review of Investment Case and Development of Sustainability Plan for Family Planning in Nigeria”.**

This Request for Quotation is open to all legally-constituted companies that can provide the requested services and have legal capacity to deliver in the country, or through an authorized representative.

### I. About UNFPA

UNFPA, the United Nations Population Fund (UNFPA), is an international development agency that works to deliver a world where every pregnancy is wanted, every childbirth is safe and every young person's potential is fulfilled.

UNFPA is the lead UN agency that expands the possibilities for women and young people to lead healthy sexual and reproductive lives. To read more about UNFPA, please go to: [UNFPA about us](https://www.unfpa.org/about-us)

### II – Service Requirements/Terms of Reference (ToR)

A detailed Terms of reference is attached as an Annex for further information on page 5

#### Objective

The overall purpose of this request is to hire a consultancy firm to develop an investment case and sustainability plan for Family Planning in Nigeria alongside other specific objectives like.

- Conduct an analysis of the family planning landscape in Nigeria, including major (ongoing) policy shifts (global and national), implementation of UHC policies and programs and their implications on FP financing.
- Others mentioned in the Terms of Reference on page 5

#### Questions

Questions or requests for further clarifications should be submitted in writing to the contact person below:

Name of contact person at UNFPA:	<i>Ema Udeme-Pius</i>
Tel N°:	<i>+2348113935310</i>
Email address of contact person:	<a href="mailto:uruetse@unfpa.org">uruetse@unfpa.org</a>

The deadline for submission of questions is **Monday, 24th April 2023, at 12:00noon, West African Time (GMT+1)**. Questions will be answered in writing and shared with all parties on the UNGM advert notice on a rolling basis while all others received by the deadline will be shared with all parties as soon as possible after the deadline.

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## II. Content of quotations

Quotations should be submitted in a single email whenever possible, depending on file size. Quotations must contain:

- a) Technical proposal, in response to all the requirements outlined in the service requirements / TORs **not more than 10 pages inclusive of the profile of the organization.**
- b) Price quotation, to be submitted strictly in accordance with the price quotation form on the company Letterhead.

Both parts of the quotation must be signed by the bidding company's relevant authority and submitted in PDF format.

## III. Instructions for submission

Proposals should be prepared based on the guidelines set forth in Section II above, along with a properly filled out and signed price quotation form, and are to be sent by email to the address indicated below no later than: **Tuesday, 2nd May 2023, at 16:00pm West African Time (GMT+1).**

Email address of contact person:	<a href="mailto:unfpangprocurement@unfpa.org">unfpangprocurement@unfpa.org</a>
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Please note the following guidelines for electronic submissions to UNFPAs PSBs dedicated email address:

- The following reference must be included in the email subject line: **RFQ N° UNFPA/NGA/RFQ/23/003– Consultancy Services for the Review of Investment Case and Development of Sustainability Plan for Family Planning in Nigeria.** Proposals, including both technical and financial proposals, that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.
- The total email size may not exceed **20 MB (including email body, encoded attachments and headers).** Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.
- When submitting electronic offers, Bidders will receive an auto-reply acknowledging receipt of the **first** email. Should your offer require to submit more than one email, in the body of this first email, bidders are requested to list the number of messages, which make up their technical offer and the number of messages, which make up their financial offer.
- Any quotation submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any quotation by UNFPA. UNFPA is under no obligation to award a contract to any bidder as a result of this RFQ.

## IV. Overview of Evaluation Process

Quotations will be evaluated based on the technical proposal and the total cost of the services (price quote).

The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated for technical compliance prior to the comparison of price quotes.

## V. Award Criteria

In case of a satisfactory result from the evaluation process, UNFPA intends to award a Purchase Order to the Bidder(s) that obtain the lowest-priced technically acceptable offer.

## VI. Right to Vary Requirements at Time of Award

UNFPA reserves the right at the time of award of the contract to increase or decrease, by up to 20%, the volume of services specified in this RFQ without any change in unit prices or other terms and conditions.

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## **VII. Payment Terms**

UNFPA payment terms are net 30 days upon receipt of invoice and delivery/acceptance of the milestone deliverables linked to payment as specified in the contract.

## **VIII. Fraud and Corruption**

UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. UNFPA's Policy regarding fraud and corruption is available here: [Fraud Policy](#). Submission of a proposal implies that the Bidder is aware of this policy.

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.

A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](#).

## **IX. Zero Tolerance**

UNFPA has adopted a zero-tolerance policy on gifts and hospitality. Suppliers are therefore requested not to send gifts or offer hospitality to UNFPA personnel. Further details on this policy are available here: [Zero Tolerance Policy](#).

## **X. RFQ Protest**

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Deputy Representative- Ms Erika Goldson at [goldson@unfpa.org](mailto:goldson@unfpa.org). Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org).

## **XI. Disclaimer**

Should any of the links in this RFQ document be unavailable or inaccessible for any reason, bidders can contact the Procurement Officer in charge of the procurement to request for them to share a PDF version of such document(s).

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## PRICE QUOTATION FORM

Name of Bidder:	
Date of the quotation:	<a href="#">Click here to enter a date.</a>
Request for quotation N°:	UNFPA/NGA/RFQ/23/003
Currency of quotation:	NGN
Delivery charges based on the following 2010 Incoterm:	Choose an item.
Validity of quotation: (The quotation shall be valid for a period of at least 3 months after the submission deadline.)	

- Quoted rates must be **exclusive of all taxes**, since UNFPA is exempt from taxes.

Item	Description	Hours to be Committed	Period/ Freq	Rate	Total Amount
a.	Consultancy Engagement Service cost (Monthly)		3 months		
b.	Travel Cost outside the main city (Lagos)	N/A	1		
<b>Total Contract Price</b>					

Vendor's Comments:

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed RFQ N° UNFPA/NGA/RFQ/23/003 including all annexes, amendments to the RFQ document (if applicable) and the responses provided by UNFPA on clarification questions from the prospective service providers. Further, the company accepts the General Conditions of Contract for UNFPA and we will abide by this quotation until it expires.

Name and title	Date and place	

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## TERMS OF REFERENCE

### **Consultancy Services for the Review of Investment Case and development of Sustainability Plan for Family Planning in Nigeria**

#### **Background**

Nigeria has an estimated population of 216 million (NPoPC); mCPR of 12 and is placed on stage 1 of the S curve (Category A), unmet need of 19%, total fertility rate of 5.3, growth rate of 3.2% and doubling time of 22 years (NDHS 2018). 75% of the population is younger than 34 years while 22 percent are women of childbearing age. In 2021, the country developed its FP 2030 commitments in which the following objectives were articulated: (i) Strengthen the integration of family planning into Nigeria's socio-economic development frameworks and plans as a key facilitator of Human Capital Development and Universal Health Coverage to achieve Demographic Dividend by 2030. (ii) Increase family planning access and choice from 12% mCPR to at least 27% through scaling up evidence-based, high-impact practices that meet individual and family needs and rights-based services through a total market approach (iii) Strengthen the national family planning supply chain with a view to reducing stock out rates below 20%, increasing end-to-end data visibility and enhancing nationwide capacity for last mile assurance of family planning program supplies (iv) Improve financing for FP by allocating a minimum 1% annually of the National and State Health budgets equivalent to N4.7 Billion and N6.9 Billion respectively and leveraging existing and additional innovative domestic financing mechanisms to increase financing for FP.

These objectives are intended to achieve to accelerate the attainment of the vision: **“By the end of 2030 Nigeria envisions a country where everyone including adolescents, young people, populations affected by crisis and other vulnerable populations are able to make informed choices, have equitable and affordable access to quality family planning and participate as equals in society's development”**. This vision closely aligns with the relevant National Development Plan (2021-2025) objective **“to enable a vibrant, educated, and healthy population in order to ensure enhanced, inclusive and sustainable growth over the plan period and to generate employment and reduce poverty”**. The removal of user fees for contraceptives in public health sector facilities in 2011, the establishment of a basket fund for family planning commodities and the revision of the Nigeria Family Planning Blueprint (2020-2024) are some of the strategies employed by the government of Nigeria to achieve its target 27% modern Contraceptive Prevalence Rate (mCPR) by 2030.

It is noteworthy that these initiatives though laudable, have not translated to sustainable financing of Family Planning. For instance, there is a widening funding gap being experienced for the procurement of FP commodities, which possibly is the most significant threat to the attainment of the FP2030 commitments and the national targets of the National FP Blueprint (2020-2024). This gap was 12.1 million USD in 2021, 25 million USD in 2022 and is estimated at 29 million USD in 2023. The significant increase in the gap is a consequence of the global economic downturn, economic recession and funding cuts largely precipitated by the COVID-19 pandemic. In addition, there were significant funding cuts to the largely donor-dependent national basket-fund by donors at both global and national levels. Domestic resource mobilization is essential for the sustainability of FP Financing, particularly for RH Commodity Security.

UNFPA supported the Government of Nigeria in 2017, to develop a Business Case for family planning funding in Nigeria (2017-2021), thereby providing a framework for investment in family planning, to support the achievements of the country's health and economic development goals. This document estimated the costs, impacts, and financing scenarios to achieve the modern contraceptive prevalence goals and impact on



development. To reach the CPR target by 2021, Nigeria required US\$652 million dollars over a five-year period to invest in high-impact family planning interventions including contraceptive commodities. This investment would have enormous benefits including an estimated US\$1.40 would be saved on maternal and newborn health care for every dollar invested in family planning and another US\$ 4 would be saved on treating complications of unplanned pregnancies resulting in 30,000 maternal deaths and 5.19 million unplanned pregnancies averted and cost saving of US\$1.02 billion.

In light of the evolution of the domestic resource and donor funding landscape, the roll-out of new Government policies and frameworks (including the National FP Blueprint, Nigeria's FP2030 Commitments, National Development Plan, the National Population Policy, etc.), with new priorities and targets since the development of The Business Case for Investment in Family Planning (2017-2021), it has become necessary to review the Business Case for family planning funding in Nigeria, beyond 2022 and to develop a Sustainability Plan for Family Planning Financing.

### **Purpose**

The overall purpose of this request is to hire a consultancy firm to develop an investment case and sustainability plan for Family Planning in Nigeria.

1. Conduct an analysis of the family planning landscape in Nigeria, including major (ongoing) policy shifts (global and national), implementation of UHC policies and programs and their implications on FP financing.
2. Analyze the current funding situation of family planning through analysis of in-country funding flows indicating overall need; current support/availability of reproductive health commodities; and the gap between overall need and current availability (define the current resource gaps until 2030).
3. Develop a roadmap for financing family planning at the national level taking into account the fiscal space in the country, identifying who, when, how and what affects the decision-making of domestic resources allocation for family planning.
4. Facilitate and conduct Key Informant Interviews with current and potential donors for the FP Program.
5. Develop an Investment (Business) case and Sustainability Plan for Family Planning in Nigeria

### **Duration of Consultancy**

(3 Months)

### **Methodology**

The Consulting Firm will outline methodologies to achieve the mentioned deliverables (situation analysis, current funding commitments versus projected gaps and scenarios for return on investment in the specific case of Nigeria, investment case and sustainability plan). The methodology should contain at a minimum:

- A desk review of available documentation on national data (reports from Ministries of health, policies and strategies related to health financing, family planning, maternal health, gender-based violence, Human Resource Tracking Tool, National Health Accounts, Demographic Health Surveys, GFF investment case, family planning investment case, etc.)
- Primary qualitative data collection through key stakeholders' interviews.
- An in-depth analysis of family planning funding trends including current and projected funding requirements.

- Stakeholders meeting to review draft FP Business case- two stakeholders' meetings will be convened. The first stakeholders meeting will be convened in Abuja with participants making input to the draft document developed by the Consultants. The second stakeholders meeting is scheduled for Lagos and further refinement will be made to the document.
- Validation meeting will be conducted over two days to finalize the document produced from the stakeholder review meetings.

### **Deliverables:**

The following deliverables from the Firm working with Staff of the Federal Ministry, UNFPA, and other stakeholders:

1. An inception report, which clearly illustrates how the project will be carried out by **Week 2**
2. A situation analysis presenting the landscape in Nigeria with regards to:
  - I. ending unmet need for family planning.
  - II. mapping of partnerships and existing funding and financial commitments family planning,
  - III. critical funding gaps (required investments) by **Week 4**
3. Convening the first stakeholders meeting to review the draft document in Abuja by **Week 6**
4. Convening the second stakeholder meeting in **Lagos** to review the second draft **by Week 8**
5. Third Draft of Investment Case to Support Family Planning Funding in Nigeria (2023-2028) **Week 10**
6. Third draft of Sustainability Plan for Family Planning in Nigeria **Week 10**
7. Validated Draft of Investment Case to Support Family Planning Funding in Nigeria (2023-2028) **Week 11**
8. Validated draft of Sustainability Plan for Family Planning in Nigeria **Week 11**
9. PowerPoint presentation of the Investment Case and Sustainability Plan to Support Family Planning Funding in Nigeria (2023-2028) **Week 11**
10. Sustainability Plan for FP financing through the National Basket Fund for procurement of contraceptives **Week 11**
11. Final Report of the Investment Case and Sustainability Plan Development Process **Week 12**

### **Recruitment Qualifications**

The company should:

- Demonstrate successful experience in developing evidence-based publications, investment cases, financial sustainability plans, policy briefs, strategies, guidelines, reports at national/state level
- Demonstrate proficiency in the use of standard costing tools (Impact40, One Health Tool, LiST, WHO Choice, etc.)
- Demonstrate capacity and experience in cost modeling and in carrying out an applied economic evaluation within the health sector in Nigeria
- Personnel have the relevant skills and qualifications to achieve the objectives of the analysis including proficiency in economic and financial modeling using statistical software (e. g. STATA, SPSS, Nvivo, etc.) and fluency in spoken and written English
- Demonstrate excellence in data analysis, report writing, stakeholder engagement and results validation
- Familiarity with the UNFPA's three transformative results, Universal Health Coverage and issues related to demographic and health matters in Nigeria

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- Extensive knowledge and experience in reproductive health and RHCS situation and trends, financial engineering and thorough understanding of the social, economic and political context of Nigeria
- Have a minimum of 5 years' experience in providing research and consultancy services on socio-economic development issues with an emphasis on health economics.
- Have a minimum of 5 years in designing public health programs, initiatives, and interventions for economic growth and development.
- The firm should have the ability and the human resources needed that can resolve technical issues.
- Have the ability to work within deadlines in a challenging working environment.
- Have the ability to cover travel costs related to the project before payment of the Project

### Evaluation criteria

#### Required Documents.

The consultancy firm shall provide the following documents for technical evaluation alongside their price quotation duly completed as provided in Annex 2 on the vendor letterhead as follows:

S/N	Description	YES/NO
1	Company profile which should not exceed 10 pages including the printed brochures and product catalogues relevant to the services being procured, Organizational chart and profile of key personnel. (Including info on company size, staff strength, locations, business presence, area of expertise including the recruitment qualifications specifications, years in business etc.)	
2	Copy of Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation.	
3	Company's list of similar contracts for the past 5 years (experience working with an International organization is an asset)	
4	Letter of reference from at least two (2) satisfactory Clients with terms of Contract Value for the past three years (experience working with an International organization is an asset).	
5	Compliance with UNFPA General Terms and Conditions	
6	Technical Proposal: Demonstrate understanding the TOR with a Requirement Analysis and Design Schematics.	
7	CVs of the 3 consultants that will be working on the Project – one main consultant and two Assistant/Co-consultants	

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## **ANNEX II: General Conditions of Contracts: De Minimis Contracts**

This Request for Quotation is subject to UNFPA's General Conditions of Contract: De Minimis Contracts, which are available in: [English](#), [Spanish](#) and [French](#)

### **UNFPA 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-a-vis UNFPA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA 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 UNFPA or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNFPA.

#### **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 UNFPA.

#### **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 UNFPA for all sub-contractors. The approval of UNFPA 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 to the provisions of this Contract.

#### **6. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of UNFPA 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,

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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 UNFPA as additional insured;
  - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA.
  - (iii) Provide that UNFPA 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 UNFPA with satisfactory evidence of the insurance required under this Article.

## **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 UNFPA 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 UNFPA shall rest with UNFPA and any such equipment shall be returned to UNFPA at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, 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 UNFPA for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

UNFPA 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 UNFPA'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 UNFPA in compliance with the requirements of the applicable law.

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## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNFPA OR THE UNITED NATIONS**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNFPAP or the United Nations, or any abbreviation of the name of UNFPA 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 UNFPA, shall be treated as confidential and shall be delivered only to UNFPA 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 UNFPA, any information known to it by reason of its association with UNFPA which has not been made public except with the authorization of UNFPA 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 UNFPA, 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 UNFPA 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, UNFPA 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, UNFPA 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 UNFPA reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNFPA 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 UNFPA under this Article, no payment shall be due from UNFPA 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.

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- 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, UNFPA may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA 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**

- 17.1 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 UNFPA to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNFPA to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and UNFPA has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNFPA 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.

*APS*



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

## **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 11 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 UNFPA to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNFPA.

## **21. OBSERVANCE OF THE LAW**

21.1 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**

22.1 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 UNFPA unless provided by an amendment to this Contract signed by the authorized official of UNFPA.

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