



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

Date: 02/11/2023

## REQUEST FOR QUOTATION RFQ N° UNFPA/NGA/RFQ/23/026

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

### **“Sub-national Investment Case for UNFPA 3 Transformative Results (TRs), Ebonyi State, 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 sub-national investment cases for UNFPA 3 Transformative results (TRs) in Ebonyi State of Nigeria with the following objectives:-

- The focus on immediate, medium term and long term scenario planning for programmatic, financial and institutional sustainability around UNFPA's 3 Transformative Results targeted for Ebonyi State
- 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:	Abba Shehu
Tel N°:	+2349120010667
Email address of contact person:	<a href="mailto:shehu@unfpa.org">shehu@unfpa.org</a>
Name of contact person at UNFPA:	Ema Udeme-Pius
Tel N°:	+2348113935310
Email address of contact person:	<a href="mailto:uruetse@unfpa.org">uruetse@unfpa.org</a>

The deadline for submission of questions is **Tuesday, 14th November 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:

- 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: **Friday, 17th November 2023, at 23:59pm 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/23/026– Sub-national Investment Case for UNFPA 3 Transformative Results (TRs), Ebonyi State, 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

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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.

#### **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

<b>Name of Bidder:</b>	
<b>Date of the quotation:</b>	Click here to enter a date.
<b>Request for quotation N°:</b>	UNFPA/NGA/RFQ/23/026
<b>Currency of quotation:</b>	NGN
<b>Delivery charges based on the following 2010 Incoterm:</b>	Choose an item.
<b>Validity of quotation:</b> (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)		50 Days		
<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 received RFQ N° UNFPA/NGA/RFQ/23/026 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

### **Sub-national Investment Case for UNFPA 3 Transformative Results (TRs), Ebonyi State, Nigeria**

#### **1. Background Information**

Ebonyi State continues to significantly lag behind national and sub-National (South-East) Nigeria averages. For example, the maternal mortality rate is 557<sup>1</sup> deaths per 100,000, compared to the national average of 512 deaths per 100,000LB. Only 6% of reproductive-age women use modern contraceptive methods. The state is also ranked second in FGM Prevalence (53%) against the national average of 20%.

In an effort to address the above health challenges and human development towards advancing the UNFPA 3TRs, namely the achievement of Zero preventable maternal deaths, Zero unmet need for family planning, and Zero gender-based violence (GBV) and harmful practices, the state has initiated several strategic measures. These include those as outlined in State Health Insurance Scheme (SHIS), launched the Primary Health Care Revitalization Scheme, implementing the Treasury Single Account (TSA), earmarked to support health initiatives, and enacted the Violence Against Persons Prohibition Law (VAPP) to combat gender-based violence and harmful traditional practices.

This is an effort by UNFPA, through the Cross River Sub-Office to support (with services of a Consulting Firm) the Government of Ebonyi State, with Ministry of Budget and planning as the lead implementing partner, to develop an Investment Case. This will focus on immediate, medium term and long term scenario planning for programmatic, financial and institutional sustainability around UNFPA's 3 Transformative Results targeted for Ebonyi State.

#### **Goal and Objectives:**

The goal of this work is to develop sub-national investment cases for Ebonyi State to serve as an advocacy tool for both traditional and domestic resource mobilization as well as empower the State Government to more effectively deploy resources towards high impact interventions to achieve the 3TRs.

The specific objectives are to:

- a. **Describe the baseline situation**, including by discussing fertility, child and maternal mortality, girls' education and other relevant trends, mapping existing family planning, maternal health, and GBV related interventions and coverage rates, and identifying key bottlenecks and priority interventions [the situation analysis];
- b. **Measure the investment baseline**, including by analyzing government and donor spending on family planning and maternal health services over the past 5 years – as well as planned spending in fiscal year 2023 – by programs, by the economic classification

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<sup>1</sup> [Benedict N. Azuogu 2018; Review of Maternal and Perinatal Death Surveillance and Response in Ebonyi State 2016-2017](#)

(recurrent and capital expenditure items) and by geographic regions, where possible [the budget analysis];

- c. **Calculate the cost requirements of the state's family planning, maternal health and GBV/protection implementation plans**, including by reviewing/revising the goal, outcomes, strategies and interventions as required, estimating the unit costs to implement the different activities and building different funding scenarios - low, medium and high [costed implementation plans]. It is important to note that given the inter-connectedness of the 3TRs, demonstrate that uncovering opportunities to leverage gains in one of the transformative results will add value to the others, and vice versa.
- d. **Estimate the monetary gains of investing in the costed action plans**, including by developing a pathway of change to quantify the monetary value of the benefits e.g. cost savings due to avoiding unintended pregnancies, reducing morbidity and mortality rates; greater economic productivity and output due to the improved education and health of the population and as well as advancing the empowerment women (decreasing incidents of GBV and harmful practices); greater savings and investment rates due to the falling dependency ratio; and so on [the cost-benefit analysis];
- e. **Identify feasible options for the state government to address the funding gap over time**, including from budget reallocations, new sources of domestic revenue, official development assistance (ODA) and borrowing [the fiscal space analysis].

## 2. Expected Deliverables

Under the overall supervision of the Head of Office/Programme Coordinator, CRSO, and in close consultation with the M&E Analyst, the RH Specialist and other technical staff in the office, below are the list of the expected deliverables:

- a. **An inception report**, which describes how the work will be carried out, including how data gaps will be addressed, the methodologies that will be used for each analysis, the proposed structure for each product, the list of interviewees, etc. The inception report should also summarize the planning/kick off meetings held with different focal points. Clearly articulate the need for not only individual investment case work for each of the 3TRs, but also developing an inter-related action plan which identifies value propositions regarding that investment in one TR will have compound effects on either (or both) of the other 2 TRs. –by **week 2**
- b. **Finalize the Situation Analysis presenting the landscape in Ebonyi State**, prepared by UNFPA by including; by **week 5**.
  - I. A family planning, maternal health, and GBV/protection budget analysis
  - II. A fiscal space analysis
  - III. Mapping of partnerships and existing funding and financial commitments for all 3TRs

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IV. critical funding gaps (required investments)

- c. **First –draft of an investment case report which presents separate investment cases each for Maternal Health, Family Planning, and GBV/harmful practices customized for Ebonyi State. Costed family planning, maternal health, and GBV/protection implementation plans** with different funding scenarios to part of this report. by week 8
- d. **Convene Stakeholders’ meeting in Ebonyi State** to review and validate by week 9
- e. **Final Report of each Investment Case in the 3TRs for Ebonyi State (2023 -2027); includes articulation of value proposition regarding the inter-related aspects of investment in the 3TRs.** The report should be delivered with an accompanying PowerPoint presentation by week 10
- f. **An investment case action plan**, which presents the specific asks, identifies the target audience and proposes actions for influencing (the how, the when, the where) –by week 10

The selected firm will be expected to travel to Ebonyi State and meet with stakeholders at least three times during the assignment – at the start, for the stakeholder’s meeting, and at the end. Understanding that Maternal Health and Family Planning overlap as concerns health sector work, while GBV is under protection area, it is expected that the selected consulting firm will ensure that due additional expertise is resourced and managed as needed for delivery of the product across all 3 transformative results.

This work is expected to start and to deliver at least 70% completion prior to the end of 2023, to allow the Investment Case output to bolster the 2024 health sector planning for the current Ebonyi State administration, which is expected to be in place through the end of the current UNFPA Country Programme Cycle, in 2027.

### 3. *Qualifications and Experience of Consultants*

- a. Post-Graduate University Degree in Public Health, Medicine or other related field with experience in Health Financing, especially in preparation of policy documents and research in health financing is required;
- b. At least 10 years of professional experience, and strong technical knowledge and expertise in population and development in developing countries. Experience in undertaking research and public health and Gender & protection-related costing techniques is desirable.
- c. Strong skills in data analysis and report writing;
- d. Familiarity with issues related to demographic and health matters in developing countries;
- e. Extensive knowledge and experience in reproductive health and RHCS situation and trends, and thorough understanding of the social, economic and political context of Nigeria;
- f. Extensive knowledge and experience in Gender Based Violence, Protection – related issues, including but not limited to Intimate partner Violence, Female Genital Mutilation/Cutting (FGM/C), and Child marriage, in the context of Nigeria.





- g. Extensive knowledge of commodity security rapid assessments and supply planning
- h. Knowledge of UNFPA programming processes, proposal/project development and monitoring and evaluation, and programme management skills will be an asset,
- i. Willingness and capability to undertake duty travel.
- j. Good interpersonal and communication skills and ability to work independently and take initiatives and fluency in spoken and written English is required.
- k. Good knowledge of MS offices packages and One-Health Costing software or other health financing software

### **Recruitment Qualifications as Evaluation Criteria (70 Points)**

The Firm is to submit evidence-based publications, investment cases, financial sustainability plans, policy briefs, strategies, guidelines and reports developed at the national and state level. These submissions will be used to assess:

- Experience in developing investment cases and financial sustainability plans for the health and GBV Protection sector at the national/state levels – 15 points
- Proficiency in the use of standard costing tools (Impact40, One Health Tool, LiST, WHO Choice, etc.) 10 points
- Capacity and experience in cost modeling and in carrying out applied economic evaluation within the health sector at the Subnational level- 8 points
- Knowledge of reproductive health and GBV/Protection situation and trends as well as the social, economic, and political context of Nigeria and preferably Ebonyi State - 8 points
- Experience in data analysis, report writing, stakeholder engagement, and results validation - 6 points
- Familiarity with the UNFPA's three transformative results, Universal Health Coverage, and issues related to demographic, health and GBV/ Protection matters in Nigeria– 6 points
- Have a minimum of 5 years' experience in providing research and consultancy services on socio-economic development issues with an emphasis on health economics and Women Empowerment- 7 points
- Have a minimum of 5 years in designing public health programs, initiatives, and interventions for economic growth and development - 6 points
- Submission of audited financial reports for 2021 and 2022 to demonstrate the ability to cover travel costs related to the project before payment of the project – 4 points

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## Minimum Eligibility Criteria

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 including an organizational chart, and names of key personnel – Not more than 10 Pages	
2	Copy of Certificate of Registration of the business, including Articles and Memorandum of Association or equivalent document if Bidder is not a corporation	
3	Company's list of similar contracts for the past 5 years, including experience working with an international organization	
4	Letter of reference from at least one satisfactory client with terms of Contract Value for the past three years, including experience working with an international organization	
5	CVs of the consultants who will be working on the project	
6	Technical Proposal: Demonstrate understanding of the TOR with a Requirement Analysis and Design Schematics –	
7	Financial Proposal to be submitted on company's letter head. (Ensure that Financial Proposal is separate from technical proposal.	

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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, 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.

## **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.
- 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.

APS



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## **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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