



United Nations Population Fund  
 Asia and Pacific Regional Office (APRO)  
 4th Floor United Nations Service Building  
 Bangkok, 10200 Thailand  
 E-mail: [kiatniyomrung@unfpa.org](mailto:kiatniyomrung@unfpa.org)  
 Website: [www.unfpa.org](http://www.unfpa.org)

Date: 25 July 2023

**REQUEST FOR QUOTATION  
 RFQ N° UNFPA/BKK/RFQ/23/007**

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

**The provision of Review of Sexual and Reproductive Health and Universal Health Coverage  
 in the Asia-Pacific Region**

UNFPA requires the provision of **Review of Sexual and Reproductive Health and Universal Health Coverage in the Asia-Pacific Region**. Details of the required services and the selection criteria can be found from the below Terms of Reference (TOR).

**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](#)

**Service Requirements/Terms of Reference (ToR)**

United Nations Population Fund Asia and Pacific Regional Office (UNFPA APRO) is looking for qualified service providers for providing 'The provision of Review of Sexual and Reproductive Health and Universal Health Coverage in the Asia-Pacific Region'.

The objective of the RFQ is to identify a supplier who can provide UNFPA with 'The provision of Review of Sexual and Reproductive Health and Universal Health Coverage in the Asia-Pacific Region'. The selected vendor is expected to sign a Contract for De Minimis Service with UNFPA APRO to provide 'The provision of Review of Sexual and Reproductive Health and Universal Health Coverage in the Asia-Pacific Region'

Detail of the Service Requirements/Terms of Reference can be found in the **ANNEX II**

**II. Questions**

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

Name of contact person at UNFPA:	<i>Mr. Mohammad Shams Uddin</i>
Tel N°:	<i>+66 2 687 0159</i>
Email address of contact person:	<i><u><a href="mailto:mshams@unfpa.org">mshams@unfpa.org</a></u></i>

The deadline for submission of questions is Monday, 7th August 2023, at 17:00 hours, Bangkok time. Questions will be answered in writing and shared will parties as soon as possible after this deadline.



### III. Eligible Bidders

This Request for Quotation is open to all eligible bidders; to be considered an eligible bidder for this solicitation process you must comply with the following:

- A bidder must be a legally-constituted company that can provide the requested services and have legal capacity to enter into a contract with UNFPA to deliver the goods/perform the service to The United Nations Population Fund Asia and Pacific Regional Office (UNFPA APRO), 4th Floor United Nations Service Building, Rajdamnern Nok Avenue, Bangkok, 10200 Thailand, or through an authorized representative.
- A bidder must not have a conflict of interest regarding the solicitation process or with the TORs / Technical Specifications. Bidders found to have a conflict of interest shall be disqualified.
- At the time of Bid submission, the bidder, including any JV/Consortium members, is not under procurement prohibitions derived from the [Compendium of United Nations Security Council Sanctions Lists](#) and has not been suspended, debarred, sanctioned or otherwise identified as ineligible by any [UN Organization](#) or the [World Bank Group](#).
- Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).

### IV. Content of quotations

Quotations should be submitted via a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid **separately** from their Financial Bid containing the price information. Each envelope shall consist of a single email whenever possible, depending on file size.

a) Technical proposal, in response to the requirements outlined in the service requirements / TORs.

The Technical Bid should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

1. Brief description of the firm and the firm's qualifications: providing information that will facilitate our evaluation of your firm/institution's substantive reliability, such as catalogues of the firm and financial and managerial capacity to provide the services.
2. Your firms' understanding of the requirements for services and the objective of this project, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.
3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person hours/days in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team that you would propose to provide to the assignment, and the work tasks (including supervisory) which would be assigned to each. An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure, should support your Bid.
5. Proposed Project Team Members: attach the curriculum vitae of the senior professional member of the team and members of the proposed team.
6. Detailed description of your proposed deliverables.



7. Detailed project plan (Gantt chart) showing the required resources and support from your firm as well as from UNFPA.
8. Detailed description of the technical specifications of your Bid.
9. A list of tasks which are out-of-scope versus in-scope.
10. UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their Bid.
11. The record of previous experience or related assignments that are similar to this assignment.
12. Copies of current certificates such as company registration certificate, VAT/Tax Registration Certificate and etc.

- b) Signed Declaration Form, to be submitted strictly in accordance with the document.
- c) Price quotation, to be submitted strictly in accordance with the price quotation form.

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

## V. Instructions for submission

Proposals should be prepared based on the guidelines set forth in Section V above, along with a properly filled out and signed price quotation form, are to be sent by e-mail to Email address for bid submission at [apro-procurement@unfpa.org](mailto:apro-procurement@unfpa.org) no later than **Wednesday, 16th August 2023 at 17:00 hours, Bangkok time.**

Please note the following guidelines for electronic submissions to UNFPAs APRO's dedicated email address:

- The following reference must be included by the Bidder in the email subject line:
  - **UNFPA/BKK/RFQ/23/007 – [Company name], Technical Bid**
  - **UNFPA/BKK/RFQ/23/007 - [Company name], Financial Bid**
  - Submissions without this text in the email subject line may be rejected or overlooked and therefore not considered.
- It is the Bidder's responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.
- Please do **NOT** send the emails containing your offer to any other email address (not even as a copy (CC) or blind copy (BCC)); otherwise UNFPA will not be able to guarantee confidentiality and fair and transparent handling of your bid. UNFPA reserves the right to reject bids sent via the appropriate channel but copied or blind copied to other email addresses.
- The total email size may not exceed **25 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 you 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. If you do not receive any auto-reply for the first email from UNFPA's email system, please inform *Mr. Mohammad Shams Uddin, Sr. Procurement Associate*, at [mshams@unfpa.org](mailto:mshams@unfpa.org).



- 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.

## VI. Overview of Evaluation Process

The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated and scored first, prior to the evaluation and scoring of price quotations

### Technical Evaluation

Technical proposals will be evaluated based on their responsiveness to the service requirements /TORs listed in Section II and in accordance with the evaluation criteria below.

Criteria	[A] Maximum Points	[B] Points obtained by Bidder	[C] Weight (%)	[B] x [C] = [D] Total Points
Technical approach, methodology and level of understanding of the objectives of the project	100		25%	
Work plan/time scale given in the proposal and its adequacy to meet the project objectives	100		15%	
Professional experience of the staff that will be employed to the project proving demonstrated expertise in evaluation and related processes (CVs, etc.)	100		30%	
Specific experience and expertise relevant to the assignment and company portfolio (range of clients including UN platforms, etc.)	100		20%	
Profile of the company and relevance to the Project.	100		10%	
<i>Grand Total All Criteria</i>	500		100%	

The following scoring scale will be used to ensure objective evaluation:

Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted	Points out of 100
Significantly exceeds the requirements	90 – 100
Exceeds the requirements	80 – 89
Meets the requirements	70 – 79
Partially meets the requirements	1 – 69
Does not meet the requirements or no information provided to assess compliance with the requirements	0



### Financial Evaluation

Price quotes will be evaluated only for bidders whose technical proposals achieve a minimum score of 70 points in the technical evaluation.

Price quotes will be evaluated based on their responsiveness to the price quote form. The maximum number of points for the price quote is 100, which will be allocated to the lowest total price provided in the quotation. All other price quotes will receive points in inverse proportion according to the following formula:

Financial score =	Lowest quote (\$)	X 100 (Maximum score)
	Quote being scored (\$)	

### Total score

The total score for each proposal will be the weighted sum of the technical score and the financial score. The maximum total score is 100 points.

Total score = 70% Technical score + 30% Financial score
---------------------------------------------------------

### VII. Award Criteria

In case of a satisfactory result from the evaluation process, UNFPA intends to award a Professional Service Contract (De Minimis Service) to the Bidder(s) that obtain the highest total score.

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

UNFPA reserves the right at the time of award of 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.

### IX. 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.

### X. 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.



United Nations Population Fund  
Asia and Pacific Regional Office (APRO)  
4th Floor United Nations Service Building  
Bangkok, 10200 Thailand  
E-mail: [kiatniyomrung@unfpa.org](mailto:kiatniyomrung@unfpa.org)  
Website: [www.unfpa.org](http://www.unfpa.org)

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

#### **XI. 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](#).

#### **XII. 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 Designated staff to receive procurement related complaints: Klaus Beck, Deputy Regional Director (ad-interim), UNFPA Asia and the Pacific Regional Office in Bangkok at [beck@unfpa.org](mailto:beck@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, Supply Chain Management Unit at [supplychain@unfpa.org](mailto:supplychain@unfpa.org).

#### **XIII. 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).

A handwritten signature in blue ink, appearing to be 'fis', is enclosed in a blue rectangular box with the letters 'DS' in the top right corner.



## 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>	<b>RFQ N°: UNFPA/BKK/RFQ/23/007</b> <b>The provision of Review of Sexual and Reproductive Health and Universal Health Coverage in the Asia-Pacific Region'</b>
<b>Currency of quotation :</b>	<ul style="list-style-type: none"> <li>• Thai Baht (THB) for companies registered under the laws of the Kingdom of Thailand</li> <li>• US dollars (USD) or any other convertible currency for companies registered outside the Kingdom of Thailand</li> </ul>
<b>Delivery charges based on the following 2020 Incoterm:</b>	Choose an item.
<b>Validity of quotation:</b>	<i>(The quotation must be valid for a period of at least 3 months after the submission deadline)</i>

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

Item	Description	Number & Description of Staff by Level	Hourly Rate Please specify Currency	Hours to be Committed	Total Please specify Currency
<b>1. Professional Fees</b>					
1.1	Deliverable 1: Inception Report				
1.2	Deliverable 2: Finalize data collection instruments				
1.3	Deliverable 3: Data collection in about 10 countries				
1.4	Deliverable 4: Draft interim report				
1.5	Deliverable 5: Final report				
<b>Total Professional Fees:</b> Currency to be submitted					xxxx
<ul style="list-style-type: none"> <li>• Thai Baht (THB) for companies registered under the laws of the Kingdom of Thailand</li> <li>• US dollars (USD) or any other convertible currency for companies registered outside the Kingdom of Thailand</li> </ul>					Please specify Currency
<b>2. Out-of-Pocket expenses</b>					
<b>Total Out of Pocket Expenses:</b> Currency to be submitted					xxxx
<ul style="list-style-type: none"> <li>• Thai Baht (THB) for companies registered under the laws of the Kingdom of Thailand</li> <li>• US dollars (USD) or any other convertible currency for companies registered outside the Kingdom of Thailand</li> </ul>					Please specify Currency
<b>Total Contract Price (Professional Fees + Out of Pocket Expenses)</b>					xxxx
Currency to be submitted:					Please specify Currency
<ul style="list-style-type: none"> <li>• Thai Baht (THB) for companies registered under the laws of the Kingdom of Thailand</li> <li>• US dollars (USD) or any other convertible currency for companies registered outside the Kingdom of Thailand</li> </ul>					



United Nations Population Fund  
 Asia and Pacific Regional Office (APRO)  
 4th Floor United Nations Service Building  
 Bangkok, 10200 Thailand  
 E-mail: [kiatniyomrung@unfpa.org](mailto:kiatniyomrung@unfpa.org)  
 Website: [www.unfpa.org](http://www.unfpa.org)

*Vendor's Comments:*

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed RFQ N°: UNFPA/BKK/RFQ/23/007 - The provision of Review of Sexual and Reproductive Health and Universal Health Coverage in the Asia-Pacific Region' 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.

	Click here to enter a date.	
Name and title	Date and place	







## DECLARATION FORM

### RFQ N° UNFPA/BKK/RFQ/23/007 – The provision of the service Sexual and Reproductive Health and Universal Health Coverage in the Asia-Pacific Region

The undersigned, being a duly authorized representative of the Company represents and declares that:

1.	The Company and its Management <sup>[1]</sup> have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. <b>Fraud;</b>	<input type="checkbox"/>	<input type="checkbox"/>
	b. <b>Corruption;</b>	<input type="checkbox"/>	<input type="checkbox"/>
	c. <b>conduct related to a criminal organization;</b>	<input type="checkbox"/>	<input type="checkbox"/>
	d. <b>money laundering or terrorist financing;</b>	<input type="checkbox"/>	<input type="checkbox"/>
	e. <b>terrorist offences or offences linked to terrorist activities;</b>	<input type="checkbox"/>	<input type="checkbox"/>
	f. <b>sexual exploitation and abuse;</b>	<input type="checkbox"/>	<input type="checkbox"/>
	g. <b>child labour, forced labour, human trafficking; or</b>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> "Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.



	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Organization or its Management).	<input type="checkbox"/>	<input type="checkbox"/>
2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business ( <i>creating a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) ( <i>being a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>



United Nations Population Fund  
Asia and Pacific Regional Office (APRO)  
4th Floor United Nations Service Building  
Bangkok, 10200 Thailand  
E-mail: [kiatniyomrung@unfpa.org](mailto:kiatniyomrung@unfpa.org)  
Website: [www.unfpa.org](http://www.unfpa.org)

**The UNFPA reserves the right to disqualify the Company, suspend or terminate any contract or other arrangement between the UNFPA and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.**

**It is the responsibility of the Company to immediately inform the UNFPA of any changes in the situations declared above.**

**This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNFPA and the Company.**

**Signature:**

---

**Date:**

---

**Name and Title:**

---

**Name of the Company:**

---

**UNGM N°:**

---

**Postal Address:**

---

**Email:**

---

---





United Nations Population Fund  
Asia and Pacific Regional Office (APRO)  
4th Floor United Nations Service Building  
Bangkok, 10200 Thailand  
E-mail: [kiatniyomrung@unfpa.org](mailto:kiatniyomrung@unfpa.org)  
Website: [www.unfpa.org](http://www.unfpa.org)

**ANNEX I**  
**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](#)

DS  
fis



## ANNEX II

### TERMS OF REFERENCE (TOR)

#### The provision of Review of Sexual and Reproductive Health and Universal Health Coverage in the Asia-Pacific Region'

#### I. Background

In recent years, several countries have made strong commitments to the achievement of universal health coverage (UHC) (World Health Organization, 2008, 2010, 2013). While significant gains have been made, the progress to date has been uneven and in many countries, reforms have benefited only certain populations. Despite several efforts for expanding coverage and improving financial protection, different factors have hindered the expansion of UHC and create a great disparity on progress and access. The poorest still don't get the care they need and continue at risk of financial hardship by making large out-of-pocket payments and families are driven towards catastrophic health care costs (Wagstaff, 2015).

The UHC concept has been gaining recognition and today is pointed as one of the key components in the Post 2015 agenda, representing the main tool towards an adequate provision of SRH services (Countdown to 2015, 2015). The adoption of the Sustainable Development Goals (SDGs) set a new sustainable agenda to eradicate poverty, promote human dignity and rights, and protect the environment. Each of the goals has a specific target which will help lay the foundation for health and development over the next 15 years. SDG 3.7 specifically calls for universal access to sexual and reproductive health-care (SRH) services, while SDG 3.8 exhorts the achievement of UHC, comprising both financial protection and access to quality care for all.

Within the Asia-Pacific Region (APR), several countries have committed to this aspiration and are making significant progress towards providing access to essential health services and protection against undue financial hardship to all people, although challenges remain. Less than 6 out of 10 people in the APR are legally covered by UHC<sup>2</sup>. This indicates that global UHC targets have not yet been met in the region. While not fully achieved, there has been progress against SDG targets in many countries, and efforts to implement multisectoral policies and strengthen public health services have continued. Reforms have been undertaken in a number of countries to increase financial protection, especially for the poorest, as well as increase the availability and population coverage of essential services. Notable success stories of this pursuit of UHC have emerged from Thailand, Viet Nam and Sri Lanka.

Despite overall progress being achieved, regional statistics mask wide variations that exist between countries and within population groups. Much more needs to be done on SRH outcomes in developing countries. While the MMR fell by nearly half between 1990 and 2013, a woman dies every two minutes due to pregnancy or childbirth<sup>3</sup>. While recent results show that figures have improved in many regions, factors such as place of residence, level of education or household wealth, still have a high effect on the birth rate among adolescents and show high disparities in contraceptive use and other areas on sexual reproductive rights. Gaps in other SRH services remain widespread. Recent research suggests that

<sup>2</sup> United Nations Economic and Social Commission for Asia and the Pacific (2019), "Inequality of opportunity in Asia and the Pacific: women's sexual and reproductive health", Social Development Policy Paper, No. 2020-01, p. 6.

<sup>3</sup> Trends in maternal mortality 2000 to 2020: estimates by WHO, UNICEF, UNFPA, World Bank Group and UNDESA/Population Division. Geneva: World Health Organization; 2023.



one in seven girls in the APR has given birth by the age of 18, and up to 73 per cent of adolescent pregnancies in the region are unintended<sup>4</sup>. Furthermore, access to services and SRHR outcomes vary dramatically across Asia and the Pacific, depending on the region, population and type of service under study. Barriers to SRHR services relate to the availability, accessibility and affordability of care.

The impetus for pursuing UHC became more apparent than ever during the coronavirus disease 2019 (COVID-19) pandemic. In the APR, the pandemic has exposed challenges and fragilities within health systems, and has highlighted the important interrelationship between health and economic prosperity<sup>5</sup>. Households have been severely affected by both increased health burdens and declining incomes, exposing them to greater risks of medical impoverishment and/or increasing their likelihood of forgoing essential health care<sup>6</sup>.

Development of health benefit packages is a key step towards UHC. The evidence, however, indicates that apart from maternal health, and to a lesser extent family planning, other critical SRH services (such as comprehensive abortion care<sup>7</sup>, prevention and treatment of gender-based violence and fertility care) are often excluded from these packages. As countries continue to make gains in the progressive realization of UHC, it is important to understand how and to what extent SRH services are being incorporated. Analyses on UHC will require therefore the collection of information about the eligibility and enrolment requirements, how these requirements affect the access opportunities for key populations of concern (e.g. pregnant women), the depth and breadth of service coverage and financial protection (i.e. to what extent beneficiaries are financially exposed due to premium payments, user fees, co-payments, deductibles as well as out-of-pocket payments in general). The research will also evaluate additional implications of the proposed or ongoing reforms, such as the impacts on health care providers (for instance, some countries such as Indonesia are reporting challenges in attracting private providers to join UHC schemes).

Several global initiatives have started to develop the standards and frameworks to enable countries to assess the progress towards UHC (WHO, World Bank 2015, 2014; Wagstaff, 2015; Boerma et al., 2014 a, b). These frameworks are starting to be applied to collect evidence and assess the experience of countries that are moving towards the UHC goal (Cotlear et al., 2015; Dmytraczenko & Almeida, 2015; Wagstaff et al., 2014; Tangcharoensathien et al., 2011). A few studies have even started to focus more specifically on the nexus between women's health and UHC (McDougall et al., 2015; Quick et al., 2014) or in how SRH services are being affected by changing health systems (Sen & Govender, 2015), while there has been some work on the challenges associated with reaching UHC for certain population groups, such as adolescents (Waddington and Sambo, 2014).

In 2017, the United Nations Population Fund (UNFPA) Asia & the Pacific Regional Office (APRO) highlighted the status of UHC and SRHR service provision in several countries in the APR<sup>8</sup>. Building on

<sup>4</sup> UNFPA, United Nations Educational, Scientific and Cultural Organization (UNESCO) and WHO (2015), *Sexual and Reproductive Health of Young People in Asia and the Pacific: A Review of Issues, Policies and Programmes* (Bangkok, Thailand, UNFPA).

<sup>5</sup> Asian Development Bank (2021), "How countries in Asia and the Pacific are working toward universal health coverage and controlling COVID-19", 15 September.

<sup>6</sup> Lin, V., Leung, G. and Carter, B. (2019), "Asia-Pacific Countries Moving Toward Universal Health Coverage", *Health Systems & Reform*, vol. 5, No. 1, pp. 1–6.

<sup>7</sup> Comprehensive abortion care, including safe abortion care to the full extent of the law and post-abortion care in all settings.

<sup>8</sup> United Nations Population Fund (2017), *Universal Health Coverage for Sexual and Reproductive Health in the Asia-Pacific Region* (Reet, Belgium, HERA Right to Health and Development).

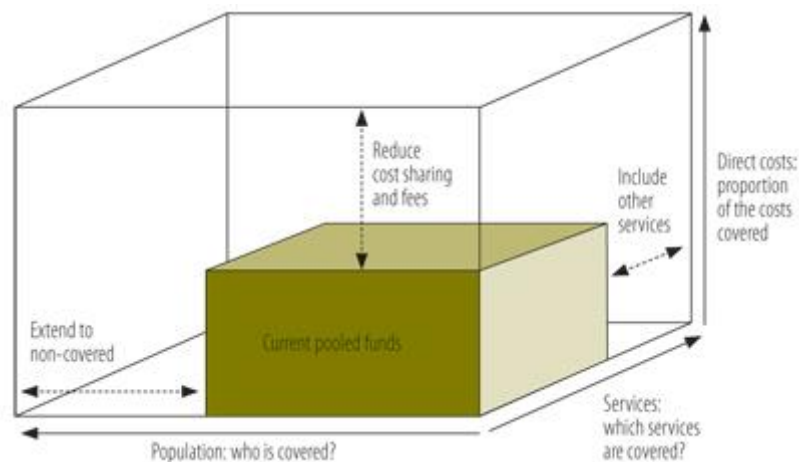


that work, this project aims to assess the progress of additional countries in Asia and the Pacific by reflecting on the latest data, trends and initiatives in the national integration of SRHR services in UHC. Drawing on the framework established at the 2019 Nairobi Summit, this study aims to explore the three dimensions of UHC: populations reached, SRHR services covered, and costs covered in selected APR countries.

## 2. Conceptual Framework

### 2.1. Understanding UHC

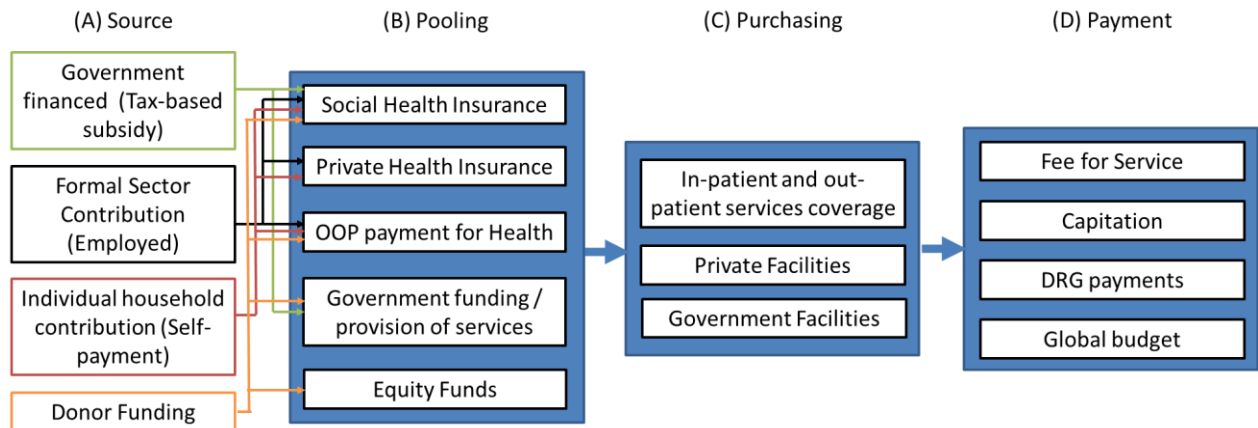
A sound review of strategies for providing SRH services universal coverage needs to take into account different factors that affect the extent of effective coverage. Following WHO's original framework from the World Health Report 2010 (figure 1), an assessment of the effective SRH services coverage has to take into account three key considerations, in particular: (1) the population coverage, (2) the breadth of SRH services and (3) the financing or cost sharing arrangements. Within this framework, trends in financing in Asia-Pacific will be assessed, identifying potential breakthroughs and threats to achieving SRH universal coverage. Especially in financing SRH services where donor funding can be high, the need to establish a more sustainable financing at country level needs to be emphasized.



**Figure 1. Three dimensions to consider when moving towards universal coverage**

### 2.2. Health financing framework

Figure 2 shows a general framework for exploring health financing systems at a country level. Since financing schemes are usually mixed in Asia-Pacific, they should be analyzed in terms of population and service coverage. Particular attention to social health insurance will also be given to explore the extent to which SRH health services are covered. Wagstaff (2010) reexamined the design of SHI systems and pointed out challenges in specifically extending coverage to the uninsured and the informal sector. Based on his findings about SHI systems, careful attention will also be given to coverage rates at different membership categories or sectors.



**Figure 2. Framework exploring health financing systems**

In the above framework, four key areas are explored in each country. The first determines the source(s) of financing. Secondly, while particular attention to SHI schemes will be looked into, other existing pooling mechanisms will also be reviewed. This is because it is rare that countries have only a single pooling mechanism if not totally considered a country with a single-payer system. Third, purchasing arrangements with existing service providers and which services are covered will be determined. Finally, payment methods will be examined to understand the incentives that healthcare providers may have in offering services across countries with different healthcare financing systems.

### 2.3. Scope of SRH services

The analysis will focus on a set of SRH services that are included in the WHO Compendium on Essential Sexual and Reproductive Health services and which have demonstrated effectiveness. The table below provides a preliminary list of interventions that are intended to be included as part of the analysis (WHO, 2021). The final list of services will be determined at the beginning of the project. Depending on discussions between the implementing partner's team and UNFPA, it may also include other services such as obstetric fistula prevention and treatment, breast and cervical cancer comprehensive care and control and services targeted at preventing and treating sexually transmitted diseases. Malaria interventions are included to the extent that they can contribute to addressing emerging public health priorities with implications for SRH outcomes, such as the Zika virus transmitted by the *Aedes aegypti* mosquito.

<b>Preliminary list of SRH services to be included as part of the analysis</b>
<b>Package 1: Family planning</b>
Modern family planning methods (pill (including emergency pill), condom, injectable, IUD, implant, female sterilisation (including post partum and interval female sterilization), male sterilisation, LAM, vaginal barrier method, vaginal tablets, other contraceptives, and treatment for side effects and complications)
<b>Package 2: Maternal and newborn health</b>
Comprehensive abortion care, including safe abortion care to the full extent of the law and post-abortion care in all settings
Ectopic pregnancy case management





Antenatal care
Syphilis detection and treatment in pregnant women
Multiple micronutrient supplementation
Balanced energy supplementation
Management of pre-eclampsia (magnesium sulphate)
Detection and management of diabetes in pregnancy
Detection and management of fetal growth restriction
Skilled birth attendance during labour
Active management of the third stage of labour
Management of eclampsia with magnesium sulphate
Manual removal of placenta
Manual removal of retained products (MVA)
Manual vacuum extraction (MVE)
Caesarean section and blood transfusion
Neonatal resuscitation
Kangaroo mother care
Clean practices and immediate essential newborn care
Antenatal corticosteroids for preterm labour
Antibiotics for preterm premature rupture of membranes
Induction of labour (beyond 41 weeks)
Neonatal infections or newborn sepsis—full supportive care
Preventive postnatal care
Periconceptional folic acid supplementation
Calcium supplementation for prevention and treatment of pre-eclampsia and eclampsia
Violence against women and girls
Adolescent and youth friendly health services



Key populations (entertainment workers, sex workers, etc)
<b>Package 3: Malaria</b>
Insecticide-treated materials
Pregnant women sleeping under an insecticide-treated bednet
Intermittent preventive treatment—for pregnant women
Treatment of malaria in pregnant women
<b>Package 4: HIV &amp; STI Care</b>
Prevention of mother to child transmission of HIV
ART (first-line treatment) for pregnant women
HPV Vaccination
Counselling and Screening on Cervical Cancer
Counselling and Screening on STIs
<b>Package 5: Gender-Based Violence</b>
Counselling and information on services to address GBV
Psychological first aid for exposure to GBV and trauma
Referrals to address urgent safety needs

## II. Objective

The objective of this service is to explore how countries in the Asia-Pacific region are fulfilling the aspiration of reaching UHC in the area of sexual and reproductive health. To do so, it is requested to carry out a review of the current standards and practices of effective coverage of SRH services under the existing UHC schemes operating in the region by means of both desk reviews of published information as well as country data collection through remote interviews with key informants.

The research will focus on collecting and systematizing information about UHC schemes, including the eligibility and enrolment requirements, how these requirements affect the access opportunities for key populations of concern (e.g. pregnant women), the depth and breadth of service coverage and financial protection (i.e. to what extent are beneficiaries still financially exposed due to premium payments, user fees, co-payments, deductibles as well as out-of-pocket payments in general). Specifically, the study will gather information about the coverage of SRH services under pre-payment schemes in about 10 countries to determine: population coverage and eligibility requirements, the breadth or scope of interventions coverage and the degree of financial protection offered to beneficiaries.



UNFPA APRO calls for the service provider to collect information and conduct surveys on the coverage of SRH services in approximately 10 countries that have committed to reaching UHC in the Asia-Pacific region. The service provider will identify, collect and compile information from countries in the region and will conduct remote targeted interviews with key informants in the countries.

The selection of countries that will participate in the study will be determined in collaboration between UNFPA APRO and the service provider. However, an initial analysis has already been completed in 6 countries in 2021 (Fiji, Myanmar, Nepal, the Philippines, Sri Lanka, and Timor-Leste). For these countries, only a data update is necessary.

The results of these efforts will produce an up-to-date and authoritative description of the coverage of SRH services in countries that have committed to reaching UHC, including what have been some of the key challenges and achievements that have shaped the countries' journey as they strive to reach this worthy goal.

### III. Outputs/Deliverables

A synthesis report that summarizes the current evidence about the current patterns, modalities and trends of coverage of sexual and reproductive health services under existing and planned schemes of universal health coverage in countries in the Asia Pacific, covering the following key topics:

- 1) Summary of published literature with key information from existing studies that have assessed the SRH services coverage under UHC schemes in Asia-Pacific specifically but also elsewhere where relevant;
- 2) Concise description of the analytical framework to be used to assess the coverage of SRH services under UHC schemes;
- 3) Summary of findings from the in-country data collection through remote key informant interviews in each of the 10 participant countries;
- 4) Results of analysis of key findings for countries, including key coverage gaps, major challenges, successful strategies and recommendations;
- 5) Recommendations on significant gaps in the literature that need to be addressed;
- 6) Participation in virtual teleconferences with participant countries, including, for instance: (i) at the beginning of the project, to introduce the study and review the proposed analytical framework; (ii) before the project finalization, to present main findings from the draft report and gather comments and feedback from focal points.
- 7) Technical annexes describing the data collection instruments used for the in-country surveys (to be developed in collaboration with UNFPA).

It is estimated that the assignment will be completed within a period of **seven weeks, starting in September 2023**.





Deliverable	Timeline
<b>1. Inception Report</b> Agree with UNFPA on the methodology, the selection of countries, the reporting format and the timeline.	Week 1
<b>2. Finalize data collection instruments</b> <ul style="list-style-type: none"> <li>In collaboration with UNFPA complete the development of the existing draft data collection instruments to be used to gather in-country information;</li> <li>The instruments will collect existing secondary data through the analysis of currently existing information from the following sources such as: national and subnational rules and regulations, published literature sources, quantitative and qualitative data sources, as well as through targeted remote interviews with key informants.</li> </ul>	Week 2
<b>3. Data collection in about 10 countries</b> <ul style="list-style-type: none"> <li>Carry out the in-country data collection using remote data collection instruments.</li> <li>To the extent possible, UNFPA APRO and UNFPA country offices will provide support to identify and make available relevant data sources and facilitate the contact with potential domestic informants, including policy makers, academic groups, patient representative groups and others.</li> </ul>	Week 5
<b>4. Draft interim report</b> <ul style="list-style-type: none"> <li>Draft interim report detailing the analysis and key findings from the data collection, including appropriate conclusions and recommendations on gaps to fulfilling the aspiration of reaching UHC in the SRH area.</li> </ul>	Week 6
<b>5. Final report</b> <ul style="list-style-type: none"> <li>Final report incorporating the feedback provided by UNFPA.</li> </ul>	Week 7

#### IV. UNFPA input

UNFPA APRO will provide overall coordination, supervision and quality control to guide the team responsible for the implementation of the project, including helping shape the development of data collection instruments, data collection and analysis, and report writing. In addition, UNFPA APRO will coordinate the dissemination of results generated through the implementation of the project. UNFPA country offices will provide support to identify and make available relevant data sources and facilitate the contact with potential domestic informants, including policymakers, academic groups, patient representative groups and others.

The contractor will engage primarily with the Health Economics Adviser and the SRH Data Analyst at UNFPA APRO. It is also expected that the contractor will engage with other UNFPA's staff and external partners and stakeholders as required and to be coordinated by UNFPA APRO.

Throughout the preparation process, the contractor and the UNFPA Regional Office will engage in periodic meetings, which may be complemented by email exchanges and informal discussions between the contractor and UNFPA APRO on scope of the project, clarification of deliverables, etc.

The work will be as desk work at the usual location of the contractor. Availability for teleconferencing to discuss progress and feedback is required and interviews must be conducted during the working hours of the person(s) being interviewed.



The current selection of participating countries in the region will be determined in collaboration between UNFPA APRO and the service provider.

## V. Company profile

UNFPA is committed to equality. We believe that equality will only be achieved when everyone, regardless of gender, race, sexuality, disability and age, enjoys the same opportunities, rights and obligations in all spheres of life. This means sharing equally in the distribution of power and influence and having equal opportunities for financial independence, education and realizing personal ambitions. Companies with a strong commitment to equality, including balanced gender representation and policies for inclusion, are strongly encouraged to apply.

### Requirements for the provision of services:

1. Strength and diversity of relevant portfolios on similar content/topics

In their technical proposal, the service providers must detail how they envision the structure of the training curriculum, provide relevant examples from previous projects and detail how their past expertise and experience will be appropriate to fulfill the requirements of this project.

2. Adequate human resources availability and company profile

In their technical proposals, the service provider shall detail the human resources required to lead and support all aspects of the project - from conceptualization to development and execution. In addition, in their Company's profile, the service providers should provide:

- A brief profile of the service provider
- Location of offices
- Summary of corporate structure and area of specialization including company registration certificate
- Detail Experience with accreditations
- Number and type of employee
- A description of who will be assigned to the team and how they will manage the project
- CVs or portfolio on the staff assigned to the project. Roles, responsibilities and reporting lines of all staff as well as those expected from UNFPA.
- Ownership of any relevant software and equipment required to fulfill the tasks under this project proposal.

3. Experience and Expertise:

- The service provider with team members having more than 10 years of experience in research and/or active work in conducting surveys and primary data collection in areas directly relevant to health systems financing, UHC and SRH issues. The service provider should provide evidence of such experience in the form of previous project descriptions and related results/assessments, as well as specific client references indicating names and descriptions of clients who availed of similar research and training services in the past.



United Nations Population Fund  
Asia and Pacific Regional Office (APRO)  
4th Floor United Nations Service Building  
Bangkok, 10200 Thailand  
E-mail: [kiatniyomrung@unfpa.org](mailto:kiatniyomrung@unfpa.org)  
Website: [www.unfpa.org](http://www.unfpa.org)

- Team leader must have an advanced University Degree in medicine, public health or other health field, social sciences, political science, health economics or a related field;
- Team leader should have at least 10 years' experience in research and/or active work in conducting surveys and primary data collection in areas directly relevant to health systems financing, UHC and SRH issues;
- Demonstrate proficiency in written and spoken English;
- Access to an institutional/academic library will be a distinct advantage;
- Established academic network in the region is desirable.
- Professional experience in the area of research and/or active work in conducting surveys and primary data collection in areas directly relevant to health systems financing, UHC and SRH issues;
- Knowledge and work experience in Asia Pacific region;
- Language qualification/demonstrate proficiency in written and spoken English.

## VI. Copyright

Copyrights of the final product shall be the property of UNFPA. UNFPA shall provide the service partner with logos, texts, photos and any other material in an adequate format, as required by the assignment. The service provider shall not use UNFPA's logo or any other material supplied by UNFPA, for any purposes outside the scope of the assignment and contract. Products, including the final report, can only be used by the service partner with the written advance agreement provided by UNFPA in advance. UNFPA reserves the right to determine whether or not to make the final report public.

A blue square stamp with the letters 'DS' in the top right corner and a handwritten signature in the center.



**ANNEX III**  
**TEMPLATE**  
**CONTRACT FOR DE MINIMIS SERVICES**  
**CONTRACT N° UNFPA/CCC/PSC/YY/NNN**

This Contract is entered into between the United Nations Population Fund, a subsidiary organ of the General Assembly of the United Nations (“UN”) in terms of Article 22 of the UN Charter, with its Headquarters at 605 Third Avenue, New York, NY 10158, USA (the “UNFPA”) and [Name of Contractor], a [Type of entity] organized under the laws of [Country], (the “Contractor”). In consideration of the promises contained in this Contract and subject to the UNFPA General Conditions of Contract: De Minimis Contracts, hereby incorporated into this Contract and attached as Annex A (the “UNFPA General Conditions”), the Parties agree as follows:

**ARTICLE 1**  
**CONTRACT TERM**

This Contract shall enter into force on the date of the last signature affixed by the Parties (the “Commencement Date”) and shall remain in force for [Number of years] years, starting from the Commencement Date.

**ARTICLE 2**  
**SERVICES**

The Contractor shall perform services as specified in the Terms of reference (the “TOR”) attached as Annex B and hereby incorporated into this Contract (the “Services”).

**ARTICLE 3**  
**PAYMENT AND FEE**

- 3.1 In full consideration for the complete, satisfactory and timely performance of the Services under this Contract, UNFPA shall pay the Contractor the fee of [Insert currency & amount in figures and in words] (the “Fee”).

The Fee will be paid to the Contractor according to the following payment schedule:

PAYMENT DUE DATE	PAYMENT AMOUNT	BALANCE

- 3.2 UNFPA shall effect payments to the Contractor within thirty (30) days after the UNFPA's receipt and acceptance of the Contractor's invoice and complete set of supporting documentation where applicable. Payment by UNFPA shall be made to the Contractor's following bank account:



Account name:	
Bank Address:	
Acct Number:	
ABA Number:	
BIC (Swift address):	

#### **ARTICLE 4 LIABILITY**

The Contractor shall pay UNFPA promptly for all loss, destruction, or damage to the property of UNFPA caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

#### **ARTICLE 5 SPECIAL CONDITIONS**

5.1 No special conditions shall apply.

#### **ARTICLE 6 SECURITY**

- 6.1 The Contractor shall be fully responsible for the safety and security of its officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "Personnel") and for the safekeeping of all assets, equipment and supplies in the custody of the Contractor or its Personnel.
- 6.2 The Contractor shall:
- 6.2.1 Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided;
  - 6.2.2 Assume all risks and liabilities related to the Contractor's security, assets entrusted to it by UNFPA and the full implementation of its own security plan.
- 6.3 The Contractor and its Personnel are neither subject to, nor obliged to adhere to the United Nations Security Management policies and procedures, except insofar as they relate to the utilization of UNFPA's assets, equipment and supplies, or as required to perform the Services under this Contract.
- 6.4 UNFPA may lend reasonable assistance, when possible and to the extent feasible, to the Contractor and its Personnel. Any travel or financial assistance provided shall be on a space-available and reimbursable basis.
- 6.5 UNFPA may, at its sole discretion, consent to the inclusion of the Contractor and its Personnel in the UNFPA security plan to the extent that it applies within the country where the Services are being provided on the same terms that are offered to implementing partners of UNFPA. Notwithstanding this provision, the Contractor acknowledges and agrees that the UNFPA shall





United Nations Population Fund  
 Asia and Pacific Regional Office (APRO)  
 4th Floor United Nations Service Building  
 Bangkok, 10200 Thailand  
 E-mail: [kiatniyomrung@unfpa.org](mailto:kiatniyomrung@unfpa.org)  
 Website: [www.unfpa.org](http://www.unfpa.org)

have no obligation to evacuate the Contractor's Personnel from the country where the Services are being provided in case of emergency or due to security developments.

6.6 Notwithstanding the foregoing, the Contractor acknowledges and agrees that the UNFPA shall not be liable to the Contractor, or its Personnel, in connection with the provision, or failure to provide, any security assistance pursuant to this Article 6.1, or otherwise, and the Contractor shall indemnify, defend, hold and save harmless the UNFPA and its officials, employees and agents from and against any claim or liability of any nature arising in respect of any safety or security related incident, including without limitation, the death, injury or illness of any personnel, or the loss, damage, destruction, sabotage or theft of any assets, equipment or supplies in the custody of the Contractor or its Personnel. The foregoing indemnity is without prejudice to any other indemnity provided by the Contractor, or any other rights or remedies of the UNFPA, under this Contract.

6.7 Upon the Contractor's request, UNFPA may provide security advisory information to the Contractor.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have signed this Contract on the dates set forth below:

For UNFPA		For Contractor	
Signature		Signature	
Name:		Name:	
Title		Title	
Date:		Date:	

*(N.B. Each page of the contract is to be initialed)*

A blue digital signature stamp is located in the bottom right corner. It features a stylized signature in blue ink and the letters 'DS' in a small box above it.



## GENERAL CONDITIONS OF CONTRACT

### DE MINIMIS CONTRACTS

1. **LEGAL STATUS OF THE PARTIES:** The Contractor shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.
2. **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.
3. **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.
4. **SUBCONTRACTING:** 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 with the provisions of this Contract.
5. **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, 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 worker'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.
6. **INSURANCE AND LIABILITY:**
  - 6.1 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.
  - 6.2 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.
  - 6.3 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.
  - 6.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
    - 6.4.1 Name UNFPA as additional insured;
    - 6.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;
    - 6.4.3 Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
  - 6.5 The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 6.
7. **ENCUMBRANCES AND 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 to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.

8. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the 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, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 9.1 Except as is otherwise expressly provided in writing in the Contract, 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, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.
- 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.
- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.
10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission the United Nations and UNFPA.
11. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:
- 11.1 The Recipient shall:
- 11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 11.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.
- 11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:
- 11.2.1 any other party with the Discloser’s prior written consent; *and*,
- 11.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under

common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

- 11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
- 11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
- 11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

- 11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, including UNFPA, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 11.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

## 12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

## 13. TERMINATION:

- 13.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 13.2 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by UNFPA for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 13.3 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.
- 13.4 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 under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.
- 13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.
14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
16. **SETTLEMENT OF DISPUTES:**
- 16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.
- 16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.
17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the 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 Article II, 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 restrictions, 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 exemptions of UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

- 18.2 The Contractor authorizes UNFPA to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and the UNFPA has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written 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, and UNFPA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNFPA and paid by the Contractor under written protest.

19. **MODIFICATIONS:** Pursuant to the Financial Regulations and Rules of UNFPA, only the Chief of the Procurement Services Branch of UNFPA or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of UNFPA to any modification of or change in this Contract, 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 UNFPA unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Procurement Services Branch of UNFPA or such other contracting authority.

**20. AUDITS AND INVESTIGATIONS:**

- 20.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.
- 20.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- 20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

**21. LIMITATION ON ACTIONS:**

- 21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

22. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNFPA to terminate the Contract or any other contract with UNFPA immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

23. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.
24. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.
25. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.
26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.
27. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
28. **SEXUAL EXPLOITATION:**
- 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- 28.2 UNFPA 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.

– oOOo –