

**REQUEST FOR QUOTATION (RFQ)**  
**RESEARCH FIRM TO CONDUCT A STUDY IN CHINA ON THE FINANCIAL HEALTH OF THE AGEING  
 POPULATION AND GIG ECONOMY WORKERS**

<b>United Nations Capital Development Fund</b>	<b>DATE: December 20, 2019</b>
	<b>REFERENCE: 62235</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for ***Research firm to conduct a study in China on the financial health of the ageing population and gig economy workers***, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **January 25, 2020 18:00 CET** and via *e-mail*:  
***digital.info@uncdf.org***

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

Services offered shall be reviewed based on completeness and compliance of the quotation with the Description or Requirements and any other annexes providing details of UNCDF requirements. The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNCDF. The unit price shall prevail, and the total price shall be corrected. If the supplier does not accept the final price based on UNCDF's re-computation and correction of errors, its quotation will be rejected.

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

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

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

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

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

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

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

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**  
Carlos Escriva Gil  
Programme Analyst  
December 20, 2019

## TERMS OF REFERENCE

Context of the Requirement	Research firm to conduct a study in China on the financial health of the ageing population and gig economy workers
Implementing Partner of UNCDF	United Nations Capital Development Fund – UNCDF
Brief Description of the Required Services	<p>UNCDF's association with Metlife Foundation began in 2018 with the launch of the i3 program. In keeping with UNCDF's vision to create an inclusive digital economy, the goal of the i3 program is to improve the financial health of low- and moderate-income people, especially women, youth, migrants, refugees, and micro and small entrepreneurs and enhance their participation in the real economy. UNCDF is determined to help these segments fully benefit from the transformational benefits that digital innovation has to offer to improve their productivity and livelihoods, and above all, meet their aspirations in life.</p> <p>UNCDF's work with the private sector underscores its core objective of leveraging private capital and infrastructure to improve last-mile financing and economic participation. In China, UNCDF is spearheading two initiatives that involve close partnerships with the private sector to improve the financial wellbeing of end consumers. With CD Finance, UNCDF is exploring ways in which end farmer incomes could be improved through optimization of input supplies and pricing. With Xa Bank, UNCDF is testing alternate scoring models that could potentially enable increased digital lending to women entrepreneurs.</p> <p><b>Objectives of this Assignment:</b></p> <p>UNCDF works with the private and public sector in the realm of finance including the government and the Central Bank to design and deliver innovative financial services, delivery mechanisms and financial planning tools to enhance the financial wellbeing of gig/independent workers and seniors. With this objective in mind, UNCDF will conduct a research study in China to understand the goals, motivations and challenges of gig workers and the ageing population. More specifically, it seeks to answer the following questions:</p> <ul style="list-style-type: none"> <li>• What are the motivations, goals and aspirations of gig/sharing/independent workers and seniors?</li> <li>• What are the main points they encounter in navigating their financial lives, setting financial goals and achieving them?</li> </ul>

	<ul style="list-style-type: none"><li>What is their interaction with technology including its perceived value as it relates to their financial lives?</li></ul> <p>UNCDF seeks the support of a research firm to assist in answering these questions in the Chinese context. The study is expected to use a mix of expert interviews, qualitative (focus group discussions) and quantitative methods (online and in-person surveys).</p> <p><b>Background</b></p> <p><u>Gig/Independent Work Economy:</u> The changing technological processes of our day have given rise to the sharing/platform or gig economy, dominated by platforms such as Didi, Meituan, Mobibike and others that make it possible for a wide range of actors to interact seamlessly with each other. On the flip side however, challenges abound. Lack of social security mechanisms, income inconsistencies and inadequate legal protections make the gig/sharing economy a less than stellar alternative to the traditional economy. In China alone, 15% of the workforce is independently employed, or is not associated with a traditional employer with a permanent work contract. Although the independent work/gig/sharing economy affords great flexibility, autonomy and even inclusivity, boding well for the future of work, a concerted effort from the public and private sector is required to address the challenges it posits, particularly as it relates to the financial wellbeing of gig/sharing/independent workers.</p> <p><u>Ageing population:</u> Increased life expectancy coupled with decreased fertility rates have led to rapidly ageing populations worldwide. Although in and of itself, this is a remarkable human achievement, ageing populations, if not better prepared to tackle life after retirement or old age, can pose significant challenges to societies and economies. In China, per government estimates, about 17 % of the population was over the age of 60 in 2017. This is expected to nearly double to 35% in 2050. Ageing people have special financial needs and aspirations such as managing their lifelong savings to stretch expenditure, navigating healthcare costs and staying economically and socially active.</p>								
List and Description of Expected Outputs to be Delivered	<p>The table below shows the main activities and timeline of deliverables.</p> <table><tr><th>Activities</th><th>Deliverables</th><th>Timeline</th><th>Contract value (%)</th></tr><tr><td><b>Phase 1: Inception phase</b> Review and finalize the research</td><td>Finalized research methodology including sampling plan</td><td>Month 1</td><td>30%</td></tr></table>	Activities	Deliverables	Timeline	Contract value (%)	<b>Phase 1: Inception phase</b> Review and finalize the research	Finalized research methodology including sampling plan	Month 1	30%
Activities	Deliverables	Timeline	Contract value (%)						
<b>Phase 1: Inception phase</b> Review and finalize the research	Finalized research methodology including sampling plan	Month 1	30%						

	<p>methodology and tools drafted by UNCDF and adapt it to the local context in China<sup>1</sup></p> <p>Finalized research tools (questionnaire, FGD guides), including translation to Chinese</p> <p>Partners and locations identified to deploy ageing population survey and the FGDs</p>			
	<p><b>Phase 2: Surveys</b></p> <p>i) Conduct a survey among gig-economy workers (online - sample size of 400)<sup>2</sup></p> <p>ii) Conduct a survey among elderly (face-to-face, sample size of 400)</p>	<p>Raw and cleaned data set - gig/sharing economy workers</p> <p>A preliminary summary report with key findings on gig/sharing economy workers<sup>3</sup></p> <p>Raw and cleaned data set - ageing population</p> <p>A preliminary summary report with key findings on ageing population<sup>2</sup></p>	Month 1 and 2	45%
	<p><b>Phase 3: Focus Group Discussions</b></p> <p>Conduct four FGDs among elderly and four FGDs among gig-economy workers, including all logistics.</p>	<p>Transcripts of all FGDs</p> <p>A preliminary report summarizing findings for gig economy workers</p>	Month 3	25%

<sup>1</sup> UNCDF provides draft research tools, to be reviewed and piloted by the research firm.

<sup>2</sup> The gig-economy survey will leverage online platforms and/or existing UNCDF partners for data collection.

<sup>3</sup> The summary reports will include key findings from the data collected. UNCDF will conduct in-depth data analysis and will publish a report. The firm will be acknowledged in the final publication.

		and for the ageing population		
Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	N/A			
Customs clearance <sup>4</sup> , if needed, shall be done by:	N/A			
Exact Address/es of Delivery Location/s (identify all, if multiple)	<input checked="" type="checkbox"/> Suzhou, Yangzhou and other areas as might be foreseen. <input checked="" type="checkbox"/> At Contractor's Location for desk review and preparatory work			
Travels Expected	Field visits for FGDs and survey deployment in a few areas outside of Beijing/Shanghai are expected. Company can propose a few ideas in their technical proposal.			
Frequency of Reporting	Weekly meetings (conference call or in-person)			
Progress Reporting Requirements	Monthly basis			
Expected duration of work	Three months			
Deadline for the Submission of Quotation	COB, Saturday, January 25, 2020 and 18:00 CET			
Target start date	18 <sup>th</sup> February 2020			
Latest completion date	31 <sup>th</sup> May 2020			
All documentations, including catalogs, instructions and operating manuals,	<input checked="" type="checkbox"/> English			

<sup>4</sup> Must be linked to INCO Terms chosen.

shall be in this language			
Special Security Requirements	N/A		
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required		
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required		
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars		
Value Added Tax on Price Proposal <sup>5</sup>	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes		
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNCDF may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.		
Partial Quotes	<input checked="" type="checkbox"/> Not permitted		
Payment Terms	The payment terms shall be subject to the approval by the Research and Results Measurement Analyst of the deliverables outlined above.		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<b>Function</b>	<b>Responsibility in the project</b>	
	UNCDF Research and Results Measurement Analyst	Review of deliverables after each phase.	

<sup>5</sup> VAT exemption status varies from one country to another. Please check whatever is applicable to the UNDP CO/BU requiring the service.

Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNCDF Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%):</u></b>  Quality of response (5%)</p> <p>Previous experience of similar work (15%)</p> <p>Suggested methodology / approach / timelines (30%)</p> <p>Expertise and suggested team (20%)</p> <p><b><u>Financial Proposal (30%)</u></b>  To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNCDF.</p>
UNCDF will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFQ	<input checked="" type="checkbox"/> Detailed Terms of Reference (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions (Annex 3)
Contact Person for Inquiries  (Written inquiries only)	<p><b><i>Carlos Escriva Gil</i></b></p> <p><b><i>Programme Analyst</i></b></p> <p><b><i>digital.info@uncdf.org</i></b></p> <p>Any delay in UNCDF's response shall be not used as a reason for extending the deadline for submission, unless UNCDF determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	N/A

*\*Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.*

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>6</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>7</sup>)*

[insert: Location].

[insert: Date]

To:

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNCDF in conformity with the requirements defined in the RFQ dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

### A. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNCDF by indicating the following:*

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFQ; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

<sup>6</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>7</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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**C. Qualifications of Key Personnel**

*If required by the RFQ, the Service Provider must provide:*

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFQ; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFQ]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	Total	100%	

*\*This shall be the basis of the payment tranches*

**E. Cost Breakdown by Cost Component [This is only an Example]:**

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

*[Name and Signature of the Service Provider's  
[Authorized Person]  
[Designation] [Date]*

## **GENERAL TERMS AND CONDITIONS**

### **1. ACCEPTANCE OF THE PURCHASE ORDER**

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

### **2. PAYMENT**

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

### **3. TAX EXEMPTION**

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### **4. RISK OF LOSS**

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

### **5. EXPORT LICENCES**

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

### **6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## **7. INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

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

## **9. RIGHTS OF UNDP**

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

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

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

## **11. ASSIGNMENT AND INSOLVENCY**

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

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

## **13. PROHIBITION ON ADVERTISING**

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

#### **14. CHILD LABOUR**

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

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

#### **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

#### **16. SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

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

#### **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18. SEXUAL EXPLOITATION:**

**18.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and

abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

**19.0 OFFICIALS NOT TO BENEFIT:**

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

**20. AUTHORITY TO MODIFY:**

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