REQUEST FOR PROPOSAL

LRPS- LSU-2014-9115341 24th October 2014

UNITED NATIONS CHILDREN'S FUND (UNICEF) in Sri Lanka

Wishes to contract

A Qualified Institution/service provider for the provision of Recruitment Agent/ Headhunt services to source a lead Consultant for study on Joint Government of Sri Lanka and UNICEF Evaluation of the Child Friendly School Approach in Sri Lanka.

SEALED OFFERS SHOULD BE SENT TO:

UNICEF
Attention: Supply Officer
35, Balapokuna Road, Colombo-05
Tel: 2768555, 2832400 Fax: 2768650
Or
Electronic Bid Box - srilankasupplybids@unicef.org

IMPORTANT ESSENTIAL INFORMATION

The reference LRPS- LSU-2014-9115341 must be shown on your offer.

THE PROPOSAL FORM MUST BE USED WHEN REPLYING TO THIS INVITATION. FAILURE TO SUBMIT YOUR BID IN THE ATTACHED PROPOSAL FORM, OR FAILURE TO COMPLETE THE DETAILS AS REQUESTED, WILL RESULT IN INVALIDATION.

Offers MUST be received by latest Sri Lanka local time 10:00 hrs on Thursday, the 06th of November, 2014 and will be publicly opened at 10:30 hrs Sri Lanka local time on Thursday, the 06th of November, 2014. Proposals received after the stipulated date and time will be invalidated.

PROPOSALS MUST BE SENT TO THE ABOVE MENTIONED ELECTRONIC BID BOX.

PROPOSALS WILL ONLY BE ACCEPTED IN THE CURRENCY STATED IN THE ENCLOSURES TO THE INVITATION. PROPOSALS RECEIVED IN ANY OTHER CURRENCY WILL BE INVALIDATED.

THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By: Lingeshwary Sugadevu, Contracts Assistant
Reviewed By: Kanchana Perera, Senior Supply Assistant
(To be contacted for additional information lsugaedevu@unicef.org, NOT FOR SENDING OFFERS)

Approved By: Zacky Salie, OIC Supply Section
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I. PROPOSAL FORM

PROPOSAL FORM must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this Invitation to Bid/Request for Proposal.

TERMS AND CONDITIONS OF CONTRACT
Any Contract resulting from this RFP shall contain UNICEFs General Terms and Conditions (as attached) together with specific terms and conditions as detailed herein.

INFORMATION
Any request for information concerning this invitation, must be forwarded in writing by email or by fax, to the person who prepared this document, with specific reference to the RFP number.

DECLARATION
The undersigned, having read the Terms and Conditions of LRPS-LSU-2014-9115341 set out in the attached document, hereby offers to supply the goods/services specified in the schedule at the price or prices quoted, in accordance with the specifications stated and subject to the Terms and Conditions set out or specified in the document.

Name of authorized representative: ________________________________

Title: ________________________________

Signature: ________________________________

Date: ________________________________

Supplier Name: ________________________________

Postal Address: ________________________________

Telephone No.: ________________________________

Fax No.: ________________________________

Email Address: ________________________________

Validity of Offer: ________________________________

Currency of Offer: ________________________________

Please indicate after having read UNICEF Payment & Discount stated under Instructions to Bidders, which of the following payment terms are offered by you:

10 days 3.0% ___ 15 days 2.5% ___ 20 days 2.0% ___ 30 days net ___ Other ______
### II. PROPOSAL FORM RESPONSE FORMAT

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<td>Technical Details</td>
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<td>- Please provide a description of the methodologies for how the organization / firm will achieve the terms of reference of the assignment.</td>
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<td>- Provide a brief description of the organization/firm submitting the proposal including the year and country of incorporation, types of activities undertaken.</td>
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<td>- Ability of providing consultant to carry out all the tasks mentioned in the Terms of Reference.</td>
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<td>- Experience in provision of head hunting services, with a strong network of experienced senior consultants in fields relevant to the mandate of UNICEF</td>
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<td>- Extensive experience in the market, and high competence in sourcing and staffing</td>
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<td>2.</td>
<td>Composition of Team</td>
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<td>- A list of personnel of the firm</td>
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<td>- No. of Managerial staff managing the company, their names, qualifications and profiles.</td>
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<td>- CV's of proposed consultant</td>
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<td>3.</td>
<td>Experience and Expertise</td>
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<td>- Proven experience in providing Headhunting services.</td>
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<td>- Expertise in dealing with UN Agencies and other International development organizations is an advantage; a representational list of clients should be provided</td>
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<td>4.</td>
<td>Bidding Document</td>
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<td>- Proposed services are clearly defined in the bid</td>
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<td>- Bid is meeting UNICEF requirements</td>
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<td>- Audited financial statements for previous 2 years</td>
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<td>5.</td>
<td>Price</td>
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<td>- Price of services</td>
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III. TERMS OF REFERENCE (TOR)

Background:

The CFA approach was first launched in Sri Lanka as a joint school-based pilot initiative between the Ministry of Education (MoE) and UNICEF in 2002. Since the initial pilot, the CFA has been operationalized in a phased manner to a total of 1,359 primary schools as of today. In addition to the 1,359 primary schools supported by UNICEF, the MoE has promoted the elements of the CFA in other primary schools with support from other development partners including the World Bank and the Asian Development Bank and without external support in selected provinces. Finally a number of NGOs have supported CFA-related programmes across the country at smaller scale.

At a policy level, the Ministry of Education (MoE) adopted the CFA approach as the guiding framework for quality primary education in 2012. The CFA has since been reflected in and promoted through a number of policy documents as well as in the ESDFP – the Education Sector Development Framework Plan. Moreover to strengthen the monitoring towards the target of achieving child-friendly schools in all primary schools by 2016, a Child-Friendly Schools Monitoring Unit was set up under the Presidential Secretariat in 2013.

UNICEF has been supporting the MoE at two levels, at the central MoE and decentralized levels. At the central level, UNICEF has provided support to the MoE and NIE in mainstreaming the CFA in its policies, sector plans, processes and practices. At decentralized levels, UNICEF has been working since 2009 in four Provinces (11 Districts) of Sri Lanka focusing on enhancing the CFA implementation on the ground. Out of the six CFA dimensions defined by the MoE, the UNICEF programme has been focusing its capacity development support on improving (1) access/inclusiveness (CFA dimension 1); (2) quality learning outcomes (CFA dimension 3) and (3) participatory school development planning and monitoring (CFA dimension 5).

With respect to enhancing access and inclusiveness, the programmes included setting up effective mechanisms for preventing drop-outs and seeking and responding to out-of-school children (OOSC) at school and their catchment areas.

With respect to enhancing the effectiveness of the teaching and learning environment and ultimately learning outcomes at the school level, the programmes supported the development of CFA training modalities, manuals and e-learning resources for pre- and in-service teacher development to promote an increased awareness on the CFA among teachers and principals and an increased use of child-centered teaching methods, including for multi-level teaching to ensure inclusiveness in classroom teaching practices.

With respect to strengthening the participation of communities in the school development planning and monitoring, the programmes supported trainings on conducting school self-assessments (SSA), formulating school development plans (SDP) and conducting participatory monitoring and evaluation of SDPs. The support from UNICEF also included the provision of supplies and school grants to implement the SDPs. Following over a decade of mainstreaming and scaling up of the CFA approach by the MoE, UNICEF and other development partners, the current evaluation has been initiated by the Presidential Secretariat, the MoE and UNICEF to take stock and document in a more comprehensive and systematic way

(1) what elements of the CFA have worked well and why,
(2) what elements of the CFA have not worked well and why,
(3) what elements of the CFA should be prioritized for further mainstreaming and scaling up.

This information will come at a crucial point in time as the GoSL is set out to scale up the CFA to 5000 feeder primary schools in addition to the 1,359 primary schools where the CFA has been implemented with support from UNICEF so far. Secondly the evaluation can permit successful components of CFA to be incorporated to the secondary school education in the country.
Target audience:
At the central level the target audience for the evaluation is the MoE and the different service providers in the Ministry such as the National Institute of Education (NIE), Primary Education branch, Special Education, Non-Formal Education, Planning, Data Management, Monitoring, Quality Assurance and Research for All branches within the central ministry. Moreover as in Sri Lanka the scaling up of CFA has been coordinated by the Presidential Secretariat since January 2013, the Presidential Secretariat will also be among the primary target audience at the central level.

At the provincial level where Education services is a decentralized subject, the findings will cater to the provincial, divisional and zonal education authorities who engage in operationalizing CFA at the local levels. This includes the In-Service Advisors (ISA) and Zonal directors of Education in the districts; provincial level is the Provincial Director of Education (PDE); and the Director of Primary Education at the Central MoE level. UN and other agencies that support the development of the school education system in the country are also part of the audience the evaluation will cater to.

At the school level, the target population for the evaluation includes principals, teachers, children and communities of primary schools where the CFA approach was adopted through support either from UNICEF or other agencies.

Finally the evaluation will also provide guidance to UNICEF and development partners on how to support the MoE in strengthening the implementation of the CFA in Sri Lanka and potentially elsewhere.

Purpose:

The main objective of the evaluation will be to measure the relevance, effectiveness, efficiency and sustainability of the Child-Friendly Approach (CFA). The CFA will be evaluated in relation to its external environment, particularly in relation to government plans with similar approaches and programme interventions tested by other partners.

For the current evaluation, primary schools where the CFA was supported by UNICEF will be the focus and a sample of them will be selected for which quantitative and qualitative data will be collected. These schools are situated in 11 districts of the Eastern and Northern provinces as well as Nuwara Eliya and Moneragala. Moreover primary schools in which the Government promoted the CFA with support from other development partners, including the WB, ADB and NGOs, and without direct support from other development partners. This will facilitate the identification of good practices and lessons learned from a range of CFA-related interventions implemented in Sri Lanka that can be considered for further mainstreaming or scaling up.

The scope and focus of the evaluation takes into consideration the following criteria and questions:

Relevance
a. What is the relevance of the CFA in Sri Lanka with regards to four criteria: availability, accessibility, acceptability, and adaptability of education?
b. What is the value of the CFA in relation to primary stakeholders’ needs, national priorities, national and international partners’ policies and global concerns such as human rights - in particular, the Convention on the Rights of the Child (CRC) and the Concluding Recommendations of the UN Committee of the Rights of the Child made to the Sri Lanka? What is the relevance of the CFA in relation to primary stakeholders’ needs, national priorities and policies, human rights and in particular, the UN Convention on the Rights of the Child and the UN Convention of the Rights of Persons with disabilities?
c. What is the relevance of the CFA and its contribution to the Education Reform in Sri Lanka?
d. What is the contribution of the CFA to the Education Reform for MoE, Pedagogical Institutes, and other stakeholders such as international development organizations?
e. For stakeholders, what is the relevance of the CFA in relation to their involvement in the planning and design of the initiative, based on their needs and priorities?

f. How relevant is the training of teachers for pedagogical faculties and schools?

g. To what extent, tools, methodologies and the Child Friendly concept are accepted by national and local stakeholders?

Effectiveness

a. How effective and sufficient are the strategies and interventions associated with the CFA?

b. What specific factors contributed to delays or difficulties in the implementation and how might these be addressed in the future?

c. What strategies and interventions associated with the CFA should be prioritized to further improve education quality?

d. Are there any quantitative or qualitative CFA outcomes that can be measured at national and decentralized levels?

e. Do the interventions promote equal opportunities for accessing quality education for boys and girls?

At the school level, in terms of outcomes for pupils


At the school level, in terms of outcomes for teachers

g. To what extent did the CFA result in: Increased awareness, satisfaction and ease of teachers with interactive and participatory teaching methods? Increased effectiveness in keeping pupils, both boys and girls, engaged in the learning process and so improving learning achievement? Improved capacity to test and evaluate pupils’ learning achievements through unbiased assessment methods based on the Essential Learning Competencies? Improved capacity for multilevel teaching methods to reduce disparities in learning outcomes within classrooms? Improved availability and effectiveness in teacher development support systems and resources on child-centered pedagogy at decentralized levels?

At the school level, in terms of outcomes for principals

h. To what extent did the CFA result in: Improved awareness of CFA and how to apply the approach to school planning and monitoring? Improved capacity in providing instructional leadership to teachers, through classroom observations and teacher meeting discussions? Improved exchange of lessons learned with other schools on implementing the CFA? Adequate availability of teachers, classroom facilities and instructional resources to support learning?

At the community level, in terms of outcomes for communities and parents

i. To what extent did the CFA result in: Improved school and community relations? Greater involvement from parents in school governance and management? Promoting child-friendly home and community environments?

Efficiency

a. How do the actual costs of the CFA compare to those similar initiatives (MoE staff-capacity building, teacher and school principals’ training, curriculum development or revision)? How do the actual costs of the CFA fit within the short- and medium-term government budget plans?

b. What would the costs be for scaling up the CFA versus mainstreaming it?

Inclusiveness

a. How much did the CFA promote inclusion in the education system?
b. How much did the CFA address and respond to the diversity of needs of all students through the increased participation of marginalized and vulnerable groups?

c. To what extent is the CFA sensitive to cultural and ethnic diversity and gender?

d. Is the CFA ensuring that students are able to form relationships with and treat all persons with respect and dignity, irrespective of their cultural and ethnic beliefs and orientation and gender?

Sustainability

a. Has the CFA in any way been mainstreamed by the MoE into policy documents, school curriculum, education standards, training of teachers, participatory and interactive teaching methods?

b. In line with the CFA, what are the main lessons drawn on how to cost-effectively enhance (1) the effectiveness and inclusiveness of the teaching and learning environment and (2) the principal’s leadership and the community participation in developing, implementing and monitoring school development plans?

c. Have school principals, supervisors, administrators of educational departments at all levels and Ministry of Education officials all strongly supported the implementation of the CFA?

d. To what extent do local duty bearers have the capacity to carry on the CFA activities on their own?

e. To what extent has the CFA complemented, created linkages or had synergistic/multiplier effects with educational projects implemented by other partners?

f. Is there political will on the part of the MoE and NIE to mainstream CFA principles into the educational system? Are the MoE, NIE and teacher training institutions able and ready to bring to scale/mainstream the CFA concept and principles in the education system?

g. To what extent the CFA programmatic interventions inform MoE’s and NIE’s annual and/or long-term programme planning and budgetary allocations?

h. What are the cost implications for the national and decentralized education budgets of further mainstreaming the CFA?

Stakeholder participation and governance:

An Evaluation Reference Group (ERG) will be established for the Evaluation and will perform an oversight and quality assurance function. The ERG will consist of members from the MoE, the coordinator of CFA monitoring unit of the Presidential Secretariat, selected local experts on Education and Evaluation, the representatives of likeminded NGOs who have been implementing education programme, Chief of Education of UNICEF will be the Secretary to the committee (and will liaise with the Evaluation Advisor of the Regional Office of UNICEF) and will be chaired by the Secretary to the Ministry of Education. The Chief of Education of UNICEF is responsible for updating the UNICEF Representative through briefing and minutes of the meetings of the committee.

The ERG will have the following functions:

- Ensure Consultants are guided by ethics and standards for Evaluation
- Approve the inception report by the consultants undertaking the evaluation that will include tools, instruments and time frame
- Monitor progress of Evaluation through reviews
- Where possible join the consultants on field visits during data collection
- Comment in initial findings (where needed with verification with stakeholders)
- Comment on draft report
- Approve final report for payment (consultant’s performance will be evaluated against: timeliness, quality of the products delivered

During country visits, local stakeholders -- coordinators, specialists from Ministry of Education departments, teachers, principals and pupils, staff from teacher education institutes, NGOs and other partners working on the CFA - will be involved in the evaluation process during the inception, data tool development, data collection as well as the validation phases.
Approach and Methodology:
The evaluation methodology will be guided by the Norms and Standards of the United Nations Evaluation Group (UNEG). The evaluation methodology will be further defined by the Evaluation Team but should include the following:

1. Desk Review of all documents related to the CFA, and to the UNICEF Programme of Cooperation, including: reports and evaluations as listed in the Annex, CFA guidelines and tool kits, reports on learning achievement results, etc. The desk review will not be limited to UNICEF documentation but will take the external environment of the educational sector into account, and will also include the review of Education Sector Development Plan (ESDFP II), existing analyses of the education sector, and evaluations and documentation of CFA-related intervention projects implemented by other partners.

2. Field Observations where the CFA Initiative has actually been implemented at the school level: focus discussions with children, review of school records, interviews with principals, teachers, administrators, pupils, parents, and other stakeholders. Necessary tools such as focus-group guides, interview protocols and questionnaires will be developed. Field observations will be conducted in a sample among 1,359 schools supported through UNICEF in the Northern and Eastern provinces districts and districts in Nuwaraeliya and Moneragala. Also included will be schools where CFA-related interventions have been supported by other partners. The inclusion of the latter will help to identify good practices among a variety of CFA-related interventions that can be recommended for scaling up. While most of the data collected from the field observations will be qualitative, triangulation with quantitative data will be important to better gauge data quality.

3. Meetings and Consultations with (1) educational policy makers, planners and administrators (central-level officials from MoE and NIE; Provincial and Zonal Education officers; ISAs; staff from the CFA monitoring unit established under the Presidential Secretariat CFA monitoring unit); (2) donors such as DFAT and KOICA; (3) multilateral agencies such as the World Bank and ADB and other partners in the field of education and (4) UNICEF programme staff.

Duty station: Colombo including travel to the field

Duration: **Indicative Assignment Dates:** 01 January 2015 to 30 April 2015 (4 months)

Supervisor: Ms. Una McCauley, Representative, UNICEF SLCO

Description of assignment: Study on Joint GoSL and UNICEF Evaluation of the Child Friendly School Approach in Sri Lanka

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<th>End Product/deliverables</th>
<th>Time frame</th>
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<td>- Develop the list of prospective candidates who may appear to match UNICEF requirements as specified in the attached Terms of Reference and conduct preliminary interview with potential candidates using efficient interview techniques to ensure the right candidate is selected and presented to UNICEF</td>
<td>- Submission and presentation of the most qualified and experienced candidate including her/his profile, personal information, employment history, assessment etc</td>
<td>To be submitted along with the offer on or before 06 October 2014</td>
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- The Recruitment firm will conduct a preliminary reference check on the candidate during the initial process
- Recruitment firm will also provide a written summary of recommended candidate’s personal information, employment history, assessment etc.

7. Qualification or specialized knowledge/experience required for the assignment:
   - The Service provider should be a legal entity with a valid registration, such as business registration certificate, etc.
   - 4-5 years professional experience in provision of head hunting services, with a strong network of experienced senior consultants in fields relevant to the mandate of UNICEF, extensive experience in the market, and high competence in sourcing and staffing; company profile should be provided
   - Expertise in dealing with UN Agencies and other International development organizations is an advantage; a representational list of clients should be provided

8. Conditions:
   - UNICEF will not be liable to pay any charges extraneous to the contract value
   - UNICEF is exempt from all taxes
   - To perform the functions and produce the deliverables described above, a consultancy firm will be contracted who would make available the services required to UNICEF
   - The contract will be finalized with the recruitment agent should the successful candidate be identified from its pool of applicants, based on the ToR, which lays down the overall objectives, work assignments, deliverables and time frame

NOTE:

- PLEASE SEE ATTACHED ANNEX A – FOR TOR OF THE CONSULTANT

- PLEASE FILL AND ANSWER THE QUESTIONS IN THE ATTACHED ANNEX B AND RETURN ALONG WITH THE TECHNICAL PROPOSAL - EXPRESSION OF INTEREST (EOI)

- THIS RFP IS ONLY FOR SOURCING THE INTERNATIONAL LEAD CONSULTANT FOR THIS ASSIGNMENT.
IV. INSTRUCTIONS TO BIDDERS

1. MARKING AND RETURNING OF PROPOSALS

SEALED PROPOSALS must be securely closed in a suitable envelope, clearly MARKED on the outside with the RFP NUMBER and despatched to arrive at the UNICEF office indicated NO LATER THAN the CLOSING TIME AND DATE. Proposals received in any other manner will be INVALIDATED.

Proposals shall be submitted in duplicate, in English, and shall be sealed in 1 outer and 2 inner envelope and all envelopes shall indicate the bidders name and address. The outer envelope shall be addressed as follows:

UNICEF
Attn: Supply Officer
35, Balapokuna Road, Colombo-05
Tel: 2768555, 2832400 Fax: 2768650

LRPS- LSU-2014-9115341
DUE: 10:00 a.m., Thursday, the 06\textsuperscript{th} of November 2014

Technical Proposal
The first inner envelope shall be marked Technical Proposal and addressed in the same manner as the outer envelope.

The Bidder must provide sufficient information in the proposal to demonstrate compliance with the requirement set out in each section of this Request for Proposal. The proposal shall include, as a minimum:

- Fiche ID of the company: see page 16.
- Description of the services offered as per the services requested in the “TERMS OF REFERENCE” including a description of each service proposed;
- Information on the expertise and capabilities of the organization submitting the proposal, including the CV of technical staff who are proposed to undertake tasks as described in the proposal.
- Compliance with UNICEF General Terms and Conditions (Signed Proposal Form, page 3)
- List of current and previous clients with particular emphasis on International and Humanitarian organization;
- A copy of the latest Audited Financial Statement, if applicable, outline of a financial plan to ensure viability of the company;
- Copies of:
  - Certificate of Incorporation;
  - VAT Registration Certificate with Revenue Authority;

Information, which the Bidder considers proprietary, must be marked clearly “proprietary” next to the relevant part of the text and UNICEF will then treat such information accordingly.
The 2nd inner envelope shall be marked Financial Proposal and addressed in the same manner as the outer envelope, and shall contain the following documentation:

**Pricing Structure**
The Bidder must submit rates for the services listed in the ‘Schedule for prices’ in page 17. The currency of the proposal shall be in US Dollars. Please note that UNICEF is exempt from payment of Taxes and VAT.
- Proposed pricing arrangement, according to the ‘schedule of prices’ on page 17.

2. **TIME FOR RECEIVING PROPOSALS**
2.1 Sealed Proposals received prior to the stated closing time and date will be kept unopened. The Officer of the Bid Opening Unit will open Proposals when the specified time has arrived and no Proposal received thereafter will be considered.
2.2 UNICEF will accept no responsibility for the premature opening of a Proposal which is not properly addressed or identified.
2.3 Modification by fax of sealed Proposals already submitted in a sealed envelope will be considered if received prior to the closing time and date.

3. **PUBLIC OPENING OF PROPOSALS**
Bidders, or their authorized representative, may attend the public opening of the RFP at the time, date and location specified. The only envelope that will be opened at public bid opening is the Technical Proposal.

4. **VALIDITY**
Proposals shall remain valid for a period of ninety (90) days from the date of closing for the Proposals.

5. **NO LETTER OF CREDIT OR ADVANCE PAYMENT**
The Financial Regulations and Rules of UNICEF preclude advance payments and payments by letter of credit, except in special circumstances. Such provisions in a proposal will be prejudicial to its evaluation by UNICEF.

6. **INVOICING**
Invoices must be submitted to the Supply/Logistics Section of UNICEF Sri Lanka Country Office on an agreed time frame.

7. **CHANGES AND/OR ALTERATIONS**
All requests for changes or alterations to the Request for Proposal or requests for clarifications must be submitted in writing by fax No: 011 2768650, or e-mail to Mr. Stanley Attanayake, Supply Officer UNICEF. Information provided verbally will not be considered a fundamental change and will not alter this Request for Proposal. Inquiries received less than five (5) working days prior to the Proposal closing date cannot be guaranteed any response. Only written inquiries will receive an answer. All inquiries and answers will be provided to all invitees in writing, regardless of the source of the inquiry. Should we have this since we are having an open forum?

8. **REFERENCES**
The Bidder is requested to provide the name of at least five (5) customers to which it provides the same type of services, whether in various and/or disperse geographic locations. UNICEF reserves the right to contact these references, without notifying the Bidder.

9. **SUBCONTRACTING**
Bidders MUST identify on their offer, any services, which may be offered by themselves, but originate from another supplier and/or country. UNICEF must review all subcontracting prior to award.

10. **RIGHTS OF UNICEF**
For every child
Health, Education, Equality, Protection
ADVANCE HUMANITY

unicef
UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF also reserves the right to negotiate with the Bidder who has submitted the best proposal. UNICEF shall not be held responsible for any cost incurred by the Bidder in preparing the response to this Request for Proposal. The Bidder agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. UNICEF reserves the right to award the agreement to one or more contractor(s).

11. BIDDERS’ REPRESENTATIONS
The proposer represents and warrants that it has the required Qualification or specialized knowledge/experience required for the assignment.

12. FULL RIGHT TO USE AND SELL
The Bidder warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF to use the demised premises that may be acquired under any resulting Contract.

13. PROPERTY OF UNICEF
This Request for Proposal, inquiries and answers and the Proposals are considered the property of UNICEF. All materials submitted in response to this Request shall remain with UNICEF.

14. LANGUAGE OF PROPOSAL
The proposals prepared by the Agent as well as all correspondence and documents relating to this document shall be written in the English Language, provided that any printed literature furnished by the Agent may be written in another language provided the literature is accompanied by accurate English translation of the relevant passages for purposes of interpretation.

15. PROPRIETARY INFORMATION
Information, which the Bidder considers proprietary, must be marked clearly “proprietary” next to the relevant part of the text, and UNICEF will then treat such information accordingly.

16. EVALUATION OF PROPOSALS
16.1 Following the closure of the RFP, proposals will be evaluated by a Technical Committee including UNICEF Programme Representation to assess their merits. The evaluation will be restricted to the contents of the proposals, bidder profile, relevant experience, client list, financial status and price proposal.
16.2 A 2 stage procedure will be utilised in evaluating proposals, with evaluation of the Technical Proposal being completed prior to any evaluation of the Price Proposal. Technical Proposals will be evaluated for compliance with the mandatory requirements of the RFP. Mandatory requirements are minimum requirements for the proposals to be considered. Evaluation will be on a simple pass/fail basis. Mandatory requirements will be indicated throughout this RFP by the words “mandatory”, “shall”, “must”, or “will” in regard to obligations on the part of the Bidder. Proposals deemed not to meet all of the mandatory requirements will be considered non-responsive and rejected at this stage without further consideration.
16.3 The Technical Proposal has a total possible value of 70 points. Technical Proposals receiving 49 points or higher, will be considered technically responsive and the Price Proposal will be opened. Proposals which are considered non technically compliant and non-responsive, will not be given further consideration.
16.4 The total number of points allocated for the Price Proposal is 30. The maximum number of points will be allocated to the lowest price proposal that is opened and compared among those bidders which obtain the threshold points in the evaluation of the Technical Proposals. All other Price Proposals shall receive points in inverse proportion to the lowest price.

17. AWARD/ADJUDICATION OF PROPOSALS
The final selection of the most responsive proposals will be based on the best proposal overall, in terms of technical score and price. UNICEF reserves the right to make multiple arrangements for any goods/services where, in the opinion of UNICEF, the lowest acceptable Bidder cannot fully meet the delivery requirements or if it is deemed to be

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in UNICEF’s best interest to do so. Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc bid which meets all the requirements in paragraph 16.1 above.

18. ERROR IN PROPOSAL
Bidders are expected to examine all Schedules and all Instructions pertaining to the RFP. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

19. RFP TERMS AND CONDITIONS
19.1 This RFP and any responses thereto, shall be the property of UNICEF. In submitting a proposal, the bidder acknowledges that UNICEF reserves the right to:

(a) Visit and inspect the bidder’s premises;
(b) Contact any/all referees provided;
(c) Request additional supporting or supplementary information;
(d) Arrange interviews with the proposed project team/consultants;
(e) Reject any/all of the proposals submitted;
(f) Accept any proposals in whole or in part;
(g) Negotiate with the most favorable bidder;
(h) Award contracts to more than 1 bidder, as UNICEF considers to be in its best interests.

19.2 Bidders shall bear all costs associated with the preparation and submission of proposals, and UNICEF shall not be responsible for these costs, irrespective of the outcome of the bidding process.

20. VALUE ADDED TAX (VAT) & NATION BUILDING TAX (NBT)
UNICEF is exempted from all direct taxes. Quoted price should exclude mentioned taxes (such as Value Added Tax and NBT). All other applicable taxes, duties, levies, licenses are to be for Supplier’s account. UNICEF will provide copy of Agreement with Government of Sri Lanka confirming mentioned tax exemption status. Please indicate your VAT registration number in your bid.
**VI. EVALUATION SHEET**

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. TECHNICAL AND FINANCIAL CAPACITY</strong></td>
<td></td>
</tr>
<tr>
<td>Professional expertise and experience in Consultancy/Headhunting Services.</td>
<td>(20)</td>
</tr>
<tr>
<td>Experience working with diverse team</td>
<td></td>
</tr>
<tr>
<td><strong>2. STANDARD STRATEGY/METHODOLOGY</strong></td>
<td>(20)</td>
</tr>
<tr>
<td>Detailed approach and implementation plan</td>
<td></td>
</tr>
<tr>
<td><strong>3. PROPOSED TEAM</strong></td>
<td>(10)</td>
</tr>
<tr>
<td>Management structure and qualifications of key personnel.</td>
<td></td>
</tr>
<tr>
<td><strong>4. EXPERIENCE AND EXPERTISE</strong></td>
<td>(10)</td>
</tr>
<tr>
<td>Number of years in related business.</td>
<td></td>
</tr>
<tr>
<td>Experience in providing similar services to other International Organizations and/or Commercial Companies.</td>
<td></td>
</tr>
<tr>
<td>Reference check</td>
<td></td>
</tr>
<tr>
<td><strong>5. OVERALL RESPONSE</strong></td>
<td>(10)</td>
</tr>
<tr>
<td>Understanding of, and responsiveness to, UNICEF requirements.</td>
<td></td>
</tr>
<tr>
<td>Understanding of scope, objectives and completeness of response.</td>
<td></td>
</tr>
<tr>
<td>Overall concord between UNICEF requirements and the proposals.</td>
<td></td>
</tr>
<tr>
<td><strong>6. PRICE</strong></td>
<td>(30)</td>
</tr>
<tr>
<td><strong>TOTAL MARKS</strong></td>
<td>(100)</td>
</tr>
</tbody>
</table>
**VII. FICHE ID**

1) **NAME OF COMPANY** ________________________________

2) **ADDRESS OF COMPANY** (IES)-**TELEPHONE:**
   
   Main office _______________________________________
   ________________________________
   ________________________________
   ________________________________
   ________________________________
   Sub Office) _______________________________________
   ________________________________
   ________________________________
   ________________________________
   ________________________________
   Sub office _______________________________________
   ________________________________
   ________________________________
   ________________________________
   ________________________________

3) **TELEPHONE Nos. OF HEAD OFFICE:** __________________

4) **Fax No of HEAD OFFICE:** __________________

5) **E-mail:** __________________

6) **Place and Date of INCORPORATION:** __________________

   Please attach Certificate of Registration

7) **Date of Commencement of BUSINESS ACTIVITY:** __________________

8) **PAID UP CAPITAL** as at 31st December 2013: __________________

9) **DETAILS OF PRINCIPAL SHAREHOLDERS AT 31ST DECEMBER, 2013:**

<table>
<thead>
<tr>
<th>NAME</th>
<th>OCCUPATION</th>
<th>NATIONALITY</th>
<th>% OF HOLDINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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ADVANCE HUMANITY*
VII. SCHEDULE OF PRICES

<table>
<thead>
<tr>
<th>No</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>Unit Price (USD)</th>
<th>Total (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Professional Fee per working day for Consultant - Home based work</td>
<td>35 working days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Professional Fee per working day for Consultant - Sri Lanka based work</td>
<td>25 working days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Travel costs including terminal allowance (economy class round-trip plane</td>
<td>Per trip</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ticket from (Please specify the location) to Sri Lanka)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>DSA (UN standard DSA rates will be applicable)</td>
<td>Per diem</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Recruitment Agent cost (management fee) %</td>
<td>Per assignment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

GRAND TOTAL - USD

Note:

UNICEF is exempted from all taxes. The above price should be exclusive of all taxes.

Signature: ___________________________ Date: ___________________________

Name & Title: ___________________________ Company: ___________________________

Company Seal: ___________________________
IX. GENERAL TERMS AND CONDITIONS

1. ACKNOWLEDGMENT COPY

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

2. DELIVERY DATE

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

3. PAYMENT TERMS

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEFs acceptance of the work specified in the cost.
(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

4. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes (including service tax) and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

Accordingly, the Contractor authorizes UNICEF to deduct from the Contractors invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

6. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractors personnel and sub-contractors shall not be considered in any respect as being the employees of agents of UNICEF.

7. CONTRACTORS 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 the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, 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 the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen’s compensation, product 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.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) 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.

(b) The Contractor shall provide and thereafter maintain all appropriate workmen’s compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.

(c) 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 work 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.

(d) Except for the workmen’s compensation insurance, the insurance policies under this Article shall:
   (i) Name UNICEF as additional insured;
   (ii) Include a waiver of subrogation of the Contractors rights to the insurance carrier against UNICEF;
   (iii) Provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

(e) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

10. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNICEF.

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.
12. TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF’s request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

14. CONFIDENTIAL NATURE OF DOCUMENTS

(a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.

(b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

(a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, Termination, except that the period of notice shall be seven (7) days instead of thirty (30) days.

(c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or 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, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 Settlement of Disputes below shall not be deemed a termination of this Contract.

17. SUB-CONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

18. ASSIGNMENT AND INSOLVENCY

1. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

2. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF 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 the Contract.

21. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

22. SETTLEMENT OF DISPUTES

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

Arbitration
Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Parties request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) 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 controversy, claim or dispute.

23. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

24. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention 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.

25. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

26. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.
REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

(a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.
(b) Personnel whose resumes were submitted with the proposal; and
(c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract. All the other terms and conditions are hereby accepted. The agency will conform to the requirements as listed out by UNICEF.