

**REQUEST FOR PROPOSAL (RFP)**

Please clearly state our Bid ref  
no in all future  
correspondence on this RFP .

→ **RFP-TURA-2009-11**

**26.05.2009**

**UNITED NATIONS CHILDREN'S FUND (UNICEF)  
Requests Proposals for**

- (1) Redeveloping and Redesigning UNICEF Turkey Country Office website**  
**and**  
**(2) Developing and designing a website for the Parliamentarians**

**(Companies that are invited to submit Proposal are requested to carefully read the attached Terms of Reference and Special Terms and Conditions.)**

**The proposals must be submitted in two parts: a) TECHNICAL Proposal, and b) FINANCIAL Proposal.**

**The technical and financial proposals should be presented in separate envelopes CLEARLY MARKED on the outside as "Technical Proposal" and "Financial Proposal" with RFP number and details provided with one original and three copies for the Technical Proposal and only one original for the Financial Offer. These two sealed envelopes should be placed together inside another envelope specifying the RFP number. The envelopes will be received at UNICEF Ankara up to **16:30 hours on 02 June 2009 to be opened the same day the same time at UNICEF Ankara, UN House, Birlik Mahallesi, 2. Cad. No: 11, Çankaya, Ankara.****

**NO public opening of the proposals will be held.** The technical and financial evaluation will be done in-house by UNICEF.

**The proposal shall be sent to:**

UNICEF Ankara  
BM Binası, 2. Cad. No: 11, 2. kat  
Birlik Mahallesi, 06610 Çankaya, Ankara / Turkey

**Envelopes to be marked: CONFIDENTIAL / RFP-TURA-2009-11**

**IMPORTANT – Bids received in any other manner will be INVALIDATED.**

Signed by:

  
Gürhan Aydeniz, Operations Manager

Drafted and Finalized by: Meral Talu  
Date: 26 May 2009

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**REQUEST FOR PROPOSAL (RFP) FORM**

RFP FORM must be completed, signed and returned to UNICEF.

Proposals must be made in accordance with the instructions contained in this INVITATION.

**TERMS AND CONDITIONS OF CONTRACT**

Any Purchase Order resulting from this RFP shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

**INFORMATION**

Any request for additional information regarding this RFP should be forwarded in Invitee's own envelope without reference to the RFP in order to open the letter in the normal course of business. This letter should only be addressed to the attention of **Mr. Gürhan Aydeniz, Operations Manager, UNICEF Turkey**. The Undersigned, having read the Terms and Conditions of **RFP-TURA-2009-11**, set out in the attached document, hereby offers to supply the goods specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**Validity of Offer:** 90 days

**Currency of Offer:** TL

Please indicate which of the following Payment Terms are offered by you.

Standard UNICEF payment terms are 30 days net upon receipt of invoices, attached with supporting documentation as required UNICEF will consider the following discount terms, if early payment is requested by the supplier/agency (please mark below):

- |                            |       |                            |       |
|----------------------------|-------|----------------------------|-------|
| (a) Within 10 Days - 3.0 % | _____ | (b) Within 15 Days - 2.5 % | _____ |
| (c) Within 20 Days - 2.0%  | _____ | (d) Within 30 Days Net     | _____ |
| Other                      | _____ |                            |       |

## **TERMS OF REFERENCE (ToR)**

**(Bidders are requested to carefully read enclosed Terms of References Attached - There are 2 ToRs)**

- **Attachment 1 :**  
**ToR for Redeveloping and Redesigning of UNICEF Turkey Country Office website**

**And**

- **Attachment 2 :**  
**ToR for Developing and Designing a website for the Parliamentarians**

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## INSTRUCTIONS to BIDDERS

### 1 OBJECTIVE

This RFP is subject to the Specific Instructions/Terms and Conditions, Terms of Reference and Special Notes and Conditions as contained herein. Proposals against this RFP must be made in accordance with the instructions contained within this document. Technical and Financial Proposals must be completed and signed by an authorized signatory.

This process includes the hiring of Contractual Services for “**(1) Redeveloping and redesigning UNICEF Turkey Country Office website, and (2) Developing and Designing a website for the Parliamentarians**”.

### 2 PRESENTATION OF BIDS

Proposals must be submitted in English. Offers received in any other language will be considered non-responsive and therefore will not be evaluated by UNICEF.

The bidder must provide sufficient information in the proposal to address each area of terms and reference to ensure evaluation team can make fair assessment of the bidder based on his/her proposal.

Any information, which the bidder considers proprietary, should be clearly marked next to the relevant part of the text as “proprietary” if any, and UNICEF will treat that information accordingly.

The bidder must provide an introductory letter indicating their background information clearly provided with the date and state of incorporation.

Proposals should not include deleted lines, leaded or overwriting. If the proposal requires correction, it should be initialized by the authorized individual / legal representative of the company.

Each page of both the Technical and Financial Proposals should be signed in blue ink, by the authorized signatory.

The proposals will be valid for at least ninety (90) calendar days, commencing on the date of the proposal presentation. During this period, proposal modifications will not be admitted. Any proposal that is valid for less period of time will be rejected. UNICEF will try its best to sign the contract within this period of time. Nevertheless, under exceptional circumstances an extension of stated validity can be requested, in writing. The bidders accepting the extension cannot modify their initial proposal.

Proposals should include an index to facilitate easy information access. Additionally, all pages corresponding to presented documents should be enumerated correlatively and presented in two closed envelopes named Envelope “1” and Envelope “2”, as follows:

2.1 Envelope “1” Technical Proposal, containing:

2.1.1 General Documentation:

- a. Statement by the legal representative of the company indicating the acceptance of conditions specified in the Terms of Reference (ToR), RFP and their annexes, attachments.
- b. The organizational chart of the company

2.1.2 Legal and Financial Documents:

- a. Official list of authorized signatures
- b. Copy of Trade Registration

2.1.3. Technical Documentation

- a. Documents of Compliance to the Terms of Reference - Although some of the services requested looks like similar and specific to this Request for Proposal, the bidder should prepare two separate “**Technical Offers**” on the basis of the tasks and deliverables (detailed in the attached ToRs specified as ToR-1 and ToR-2)  
(Proposals which do not address the services listed in these ToRs and their annexes/attachments will be considered as “Non Compliant” during evaluation.)
- b. Copies of local and international membership certificates, if any.
- c. Contact information of references which similar services were submitted including the specific name of the job and any other explanatory information which the supplier thinks relevant to the service subject to this RFP . Commencement and completion of date of contract and its value.
- d. CVs of all staff to be assigned and a brief table as below summarizing the information in the CVs

Name of the staff (1)	Position	Years of Experience	Educational background	Expertise areas /specialist knowledge	Experience in Turkey or similar project (name and owner of the project + budget
<b>For ToR-1:</b>					
.....					
.....					
<b>For ToR-2:</b>					
.....					
.....					
(2)					

(1) Number of staff required for the proposed technical offer will be identified by the Company

(2) Add/delete additional lines and/or rows as appropriate.

- e. Any other information that the bidder considers relevant and/or complementary to her proposal.

## 2.2 Envelope “2” Financial Proposal

- 2.2.1 Proposals will correspond to the values of required services specified in the Terms of References; the cost should include the proposal of tributes, insurance, transportation, inspection, overtime and any other concept that may incorporate the costs of service to be provided by the bidder.

(Template Financial Offers separately for each ToR is attached as “Financial Template-1” for ToR-1, and “Financial Template-2” for ToR-2. Please use these templates while submitting your financial offers)

- 2.2.2 Every charge, cost, value or similar must be given and detailed in Turkish Liras (TL), excluding the Value Added Tax (VAT) as UNICEF is exempt from V.A.T. Payments will be made in Turkish Lira (TL).

Cost of preparation and presentation of proposals and other transactions and/or costs that demand the participation in this process will be of the responsibility of each bidder, UNICEF will not be accountable in any case.

## 3. EVALUATION OF PROPOSALS

### Opening and preliminary review of proposals:

Once the deadline for presentation of proposals has concluded, the opening of proposals will commence, by separating Envelopes “1” corresponding to the technical offer and envelopes “2” to the financial offer. Opening will not be public. Envelopes “1” will be opened while envelopes “2” will remain under custody for future opening of proposals that meet the technical qualifications.

The first part of the evaluation will be the preliminary review of proposals which consists of the proposal verification presented by the participating companies including required documentations and the verification that given documentation (general, legal, financial and technical) comply with all the requirements requested on the basis of the Terms of Reference and other documents mentioned therein.

UNICEF will set up an evaluation / selection team composed of our staff. Following the proposal submissions of bidders, an evaluation will be conducted to assess the merits of each proposal. Responses must contain the complete documentation required for UNICEF to comprehensively evaluate each proposal.

Failure to comply with any terms and conditions contained in this RFP, including the provision of all required information, may result in a Proposal being considered non-responsive and rejected without further consideration.

At the next stage, the responses that comply with the stated mandatory criteria will be evaluated for compliance with the Terms of Reference of this RFP. During this review, UNICEF may request further clarifications to be provided.

Only the proposals that comply with the presentation of the general, legal and financial documentation requested above (Technical Proposal), will be qualified and the price of each technically compliant proposal will be considered.

Technical and financial evaluation of proposals will be done with the following scores:

<b>Evaluation</b>	<b>Maximum Score</b>
Technical Proposal	100 points
Financial Proposal	100 points

Total score of the proposal to be evaluated will be obtained according to the following formula:

$$\text{Overall score} = \text{Technical Score} \times 0.70 + \text{Financial Score} \times 0.30$$

The one proposal evaluated as the most convenient to UNICEF's interests will achieve major technical-economic scoring.

The financial proposals (Envelope "2") will be opened only for those companies' technical proposals that reach or exceed **seventy (70)** points out of maximum hundred (100) points.

(100) points will be awarded to the company that presents the lowest fee, without tax. The remaining offers will receive a proportional grading as per information presented.

Final selection shall be made on this basis of the best overall value to UNICEF in terms of technical responsiveness, merit and price.

**IMPORTANT NOTE:** The contract award will be decided on the basis of overall price quotations, by considering the grand-total of the offers.

#### **4. RFP TERMS AND CONDITIONS**

Any proposal made, will be considered the property of UNICEF and will not be returned to their originators.

The bidder in submitting the proposal agrees the acceptance of UNICEF's decision of as to whether the proposal meets the requirement stated in this RFP.

UNICEF reserves the right to:

- Contact any or all references supplied by the bidder.
- Request additional information supporting or supplementary data (from the bidder)
- Arrange interviews with the proposed contractor.
- Reject any or all proposals in whole or in part.
- Accept any proposals in whole or in part.

UNICEF will treat in confidence those parts of the RFP proposal that are marked **CONFIDENTIAL**.

UNICEF shall not be held responsible for any costs incurred by the bidder in the preparation of their proposal in response to this RFP.

# UNICEF GENERAL TERMS AND CONDITIONS

## **1. ACKNOWLEDGEMENT COPY**

Signing and returning the acknowledgement copy of the 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 is 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 UNICEF's acceptance of the work specified in the contract.

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 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 Contractor's 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-à-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

## **7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this contract, reliable individuals who will perform effectively in the implementation of 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 the 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 interventions 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 the 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 the 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 Contractor's 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 fulfill 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 or filed 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 that 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 this 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 16, "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 obligations 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 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 that 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 unfinished work that 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 sub-contractors, the Contractor shall obtain the prior approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF 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 in conformity with the provisions of the Contract.

## 18. ASSIGNMENT AND INSOLVENCY

- (a) 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 this Contract.
- (b) 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 Party's 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 United Nations, 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 is 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.

## **27. 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 UNICEF 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 in the Contract.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of the replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by UNICEF shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.