

**UNICEF Pacific**

**TERMS OF REFERENCE CONSULTANT**

**Requesting Section:** Water, Sanitation and Hygiene (WASH)

**Date/Updated date:** 26 August 2016

**Programme Area and Specific Project involved:** WASH Vanuatu Field Office

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**Background:**

A large proportion of the population in rural areas (35%) has rainwater as their main source with some communities on smaller islands being fully dependent on rainwater harvesting. Access to improved sanitation has improved from 45% in 2007 to 51% in 2013, however there is a contrast between urban and rural. For the rural areas this is an increase to “improved” from 38% in 2007 to 46% in 2013. Access to water and sanitation is a basic human right recognized by the United Nations Assembly. Countries like Vanuatu are now called to action to ensure that this right is fully met by all children and their communities, in urban and rural areas. Developing and operationalizing a policy on water that also includes sanitation and hygiene is a critical step towards progress. [[1]](#endnote-1).

In Vanuatu, the Department Geology Mines and Water Resources (DGMWR) under the Ministry of Lands and the Public Works Department (PWD) of the Ministry of Infrastructure and Public Works Utilities are responsible for rural and urban water supplies respectively. Sanitation falls under the responsibility of the Ministry of Health (MoH) for rural areas while urban sanitation is the responsibility of municipal authorities such as the Port Vila, Luganville and Lenakel Municipality Councils.

Absent of a national water policy, DGMWR is being guided for rural water developments by the National Water Strategy (2008-2018)[[2]](#endnote-2). During the Mid Term Review of the strategy undertaken through the MFAT funded “water and sanitation sector strengthening project” with UNICEF on February 2015, the need for an overarching water policy was highlighted and supported by the Department of Strategic Planning Policy and Aid (DSPPAC)[[3]](#endnote-3). The overarching policy is to avoid duplication of institutional arrangements within the Government of Vanuatu (GoV) and provide clarity on water resources management and the use these resources for rural and urban drinking water supplies.

The existing Environmental Health Policy and Strategy of MoH (2012-2016) includes a target for sanitation *“by 2016, 80% of people with access to improved sanitation” and* water “*By 2016, 90% of people with access to safe water*”[[4]](#endnote-4). However, it is unclear how these targets can be achieved and what resources and support models are required for implementation and monitoring. For urban sanitation, which is under the mandate of the municipal authorities there is a lack of clarity and guidance.

The development of a water policy inclusive of sanitation and hygiene is a critical step towards fulfilling the right of all Vanuatu children and their communities to live to their full potential in dignity.

**Purpose of Assignment:**

UNICEF is looking to hire an individual consultant to:

* facilitate the development of a Water Policy and revise the national water strategy,
* provide guidance for the revision of the environmental health policy and strategy; and
* support the development of provincial water plans including municipal plans.

**Scope of Work/ Work Assignments:**

1. **Situational analysis based on desk review and key stakeholder interviews by consultant.** The consultant is expected to develop a situational analysis report based on a desk review and key stakeholders interviews. The consultant is expected to include an enabling environment bottleneck analysis into the desk review to understand the wider bottlenecks within the sector as well as develop a prioritization matrix based on national priorities in the sector. This desk review is expected to take 10 days and should include, but is not limited to:
   * Review existing documents on water and sanitation within the domain of the Government of Vanuatu; e.g. water supply act, water resource act, decentralization act, EH policy and strategy, NWS 2008-2018.
   * Interview key stakeholders as MoH, DGMWR, MoH, DGMWR, PWD, municipal authorities
   * Review global best practice “water and sanitation policy documents” and provide a highlight of thematic to be addressed.
   * Develop a detailed action plan for the policy and strategy development process.
   * Review of available data sets such as the water inventory and the household data on access to water and sanitation.
2. **Establish and brief the Water policy committee.** The consultant is expected to advise the DSPPAC under the Prime Minister’s office to establish a water policy committee. It is expected that the committee will include representatives of MoH, DGMWR, PWD, municipal authorities and the provincial authorities. During the first meeting, the consultant is expect the brief the committee on the situation analysis and the action plan.
3. **Exchange visit to pacific country with a recent developed water policy by the policy committee.** The consultant is to support an exchange visit to a pacific country with a water policy which has been recently developed. This could be PNG, Solomon’s, Fiji or Samoa. This will facilitate peer-to-peer learning on the implication of a water policy. The UNICEF will collaborate by liaising with the respective Government. The fees for participation of the policy review committee will be outside this consultancy. The consultant is expected to accompany an exchange visit with the committee and document the exchange process. After the exchange visit, the consultant is expected to facilitate and document the key learnings of the exchange visit in a workshop setting. The expected outcomes of the exchange visit are:
   * First hand peer-to-peer learnings on the development of a water policy from a pacific country
   * Manage expectations; what to expect and what not to expect
   * Learn from potential challenges, bottlenecks from the development process
   * Ability to visualize the development process and outcomes.
4. **Consultations with the provinces & national level.** The consultant is expected to undertake consultations with the provinces and national level in a workshop setting. This will identify the current practices, gaps and issues which will inform the water policy document. There can also be made preparations for the provincial master plans development. The workshops are expected to take 2 days per province and the national level. During this consultation process, the consultant is expected to review the bottleneck analysis of the enabling environment and the prioritization matrix in a participatory manner. Accommodating travel and report writing, this will be 30 days. The DGMWR will facilitate the venue and logistics for the participants, while the consultant is expected to cater for his/her own logistics and accommodation.
5. **Drafting of policy framework by consultant and review by committee.** The consultant is expected to draft the policy framework document based on the inception, exchange visit and provincial consultations. The consultant is expected to work closely with the policy committee and to establish an iterative process of improvements. The expected duration is approximately 20 working days and a minimum of 3 group interactions for the policy to be finalized in this phase. After the drafting and the iterative process, the consultant is expected to hand over the final draft water policy document to the policy committee. The committee will be responsible for seeking the final approval from the relevant authorities.
6. **Drafting revisions in water strategy, environmental health strategy and municipal strategy documents.** Based on the draft policy document, the consultant is expected to review and revise the existing national water strategy and provide technical inputs in the environmental health strategy on the areas of water and sanitation. This process is expected to take 20 days, with interactions with representatives of the MoH and the DGMWR. The consultant is expected to present the revised national water strategy to the policy committee. The policy committee will be responsible to review the suggested changes and recommend the changes to the MoH and DGMW.
7. **Support the development of provincial water master plans including municipal plans.** Based on revised national water strategy and the recommendations to the environmental health strategy, the consultant is expected to draft a provincial water master plan framework, which would include the areas of sanitation and hygiene. The framework will have to be vetted by the policy review committee. This work will also include looking at the municipal plans. . It is expected that Drinking Water Safety Plans are the basis of new/ rehabilitations of water supply project. The provincial master plans should include a prioritization matrix on how projects will be prioritized. In addition, the consultant is expected to facilitate provincial workshops. This workshop is expected to take 2 days per province. Development of the frameworks and related activities is expects to take 35 days.

**Roles and responsibilities**

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| **Actor** | **Role** |
| Policy review committee | * Oversee and guide the water policy, strategy and master plans developments process * Undertake an learning visit to a pacific country with recent water policy * Review the draft document and provide inputs * collaborate with the consultant on the content and process * represent the GoV as a whole and liaison with different departments |
| DSPPAC | * Ownership of the policy development * facilitate official approval of the policy document * Chair the policy committee * Dedicate staff time |
| DGMWR | * Oversee the water component development of the policy * Take ownership of the national water strategy revisions * Support the development of the water component of the provincial master plans * Represent water in the policy committee * Dedicate staff time * Manage the finances of the workshop related costs, exchange visit and printing * Engage a national consultant to work together with the international consultant who will be hired to lead this work. * Engage a national consultant to ensure collaboration between the GoV and the international consultants and the different stakeholders engaged. |
| MoH | * Oversee the sanitation component development in the water policy * Take ownership of the recommendations provided to the environmental health revisions in relation to sanitation * Support the development of the sanitation component of the provincial water master plans * Represent sanitation in the policy committee * Dedicate staff time |
| Provincial authorities | * Take ownership of the development of the water and sanitation provincial master plan development * Represent decentralized governments in the policy committee * Dedicate staff time |
| Other government authorities | * Represent other government departments in the policy committee * Dedicate staff time |
| International Consultant | * Undertake the activities as documented in the ToR * Arrange own travel and accommodation * Be guided by the policy committee and work closely with the representing ministries/ departments * Overall responsible for the team of consultants- if team consultants * Work closely with the national consultant |
| UNICEF | * Support the exchange visit with liaising with the hosting government of the exchange visit. * Represent the UN in the policy committee * Offer technical advice and guidance * Dedicate staff time |

**Work Schedule:**

It is expected that this consultancy will be carried out by one or more consultants. Timing of the exact events will depend on the availability of stakeholders- especially at the provincial level. The below time table is therefore indicative- and will largely depend on the size of the consultancy team and the availability of the government stakeholders to commit to this policy development. It is expected that the consultant will draft a revised timetable in consultation with Government at the start of this consultancy.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **#** | **phase** | **month** | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** |
| 1 | Situational analysis based on desk review and key stakeholder interviews by consultant | **X** |  |  |  |  |  |  |
| 2 | Establish and brief the Water policy committee | **X** |  |  |  |  |  |  |
| 3 | Exchange visit to pacific country with a recent developed water policy by the policy committee | **X** |  |  |  |  |  |  |
| 4 | Consultations with the provinces & national level |  | **x** | **X** |  |  |  |  |
| 5 | Drafting of policy framework by consultant and review by committee |  |  | **X** | **X** |  |  |  |
| 6 | Drafting revisions of the water strategy with guidance for revision of the environmental health policy and strategy |  |  |  | **x** | **X** | **X** |  |
| 7 | Support the development of provincial water master plans including municipal plans |  |  |  |  |  | **x** | **X** |

**Payment Schedule**

Payment schedule is deliverable based. All payment requests need to be submitted to the DGMWR for approval. The DGMWR will submit the payment approval to the UNICEF office for processing. There are 7 payments, which will club the deliverables.

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| --- | --- | --- |
| **Payment no** | **Deliverables** | **Payment** |
| 1 | Signing of contract | 5% |
| 2 | Situational analysis and action plan  ToR for the Water Policy Committee and meeting minutes | 10% |
| 3 | Learning Exchange visit report | 10% |
| 4 | Provincial & national level consultation report | 20% |
| 5 | Draft of the revision of the Water Policy including prioritization matrix and enabling environment bottleneck analysis | 20% |
| 6 | Revised national water strategy with recommendations to the environmental health policy and strategy | 15% |
| 7 | 6x draft provincial water master plans including municipal plans.  Monitoring and Evaluation framework | 20% |

**Deliverables/End Products**

The development process envisions to develop the following documents

1. Draft Water policy
2. Terms of Reference for the Water Policy Committee
3. Recommendations for the Environmental Health policy and strategy
4. Provincial water and provincial master plan including municipal plans (6x)
5. Prioritization decision matrix and monitoring framework
6. Enabling Environment bottleneck analysis
7. Monitoring framework to track progress on the water policy and subsequent strategy and plans.

**Supervisor Name and Type of Supervision that will be provided:**

The WASH Specialist in UNICEF Vanuatu Field Office will supervise the consultant. However, to ensure ownership by the Government of Vanuatu (Gov), UNICEF will engage the Government of Vanuatu (GoV) in the selection process of the consultant, approving the workplan, reviewing deliverables and day to day work and authorizing deliverable payments. The Department of Geology, Mines and Water Resources (DGMWR) will be the focal point from the GoV side.

**Consultant’s Work Plan and Official Travel Involved:**

The consultant is required to make his/her own return travel arrangements from Place of recruitment-Duty Station-Place of recruitment on the most direct route and economical class. Travel costs will be reimbursed to the consultant upon submission of invoice and travel documents.

All related (internal/external) official travel of the consultancy will be organized by the consultant and costs reimbursed accordingly.

The consultant is also required to organize his own visa to the duty station – UNICEF will provide a support letter to assist with visa approval.

**Consultant’s Work Place:**

The consultant is expected to undertake the work in Vanuatu in the office of DGMWR.

**Qualifications or Specialized Knowledge/Experience Required:**

Qualifications

* Master degree in public financing, administration, water and sanitation or other related field
* minimum of 10 years of experience in the water and sanitation sector in relation to decentralized planning, strategy and policy development
* Proven ability to shape policy, strategy and plans in a participatory manner.

Experience

* Must have experience in policy development in a developing country.
* Knowledge of the political, economic and social contexts of the Vanuatu or other Pacific Island countries is an asset.

Languages

* Previous experience of working with UN is an advantage.

Competencies

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| * Excellent communication and facilitation skills. * Demonstrated high quality writing skills. * Appreciation for diversity and capacity gaps; ability to work in multi-cultural, international staff and with Pacific government staff. * Ability in working independently and experience in being directly accountable to senior-level decision maker   The consultancy will be recruited by the UNICEF following the procedures of a Special Service Agreement (SSA). This consultancy will be advertised at the regular websites of UNICEF. The Consultants are expected to submit a technical proposal, CVs of their consultancy teams and a budget. A review of their proposal and CVs will from the technical component of the proposal which will way 70%. The technical review will be conducted by a team of UNICEF and the GoV. The financial component will way 30% and will be handled by UNICEF. The two will give a final recommendation of issue of contract. |

**General Conditions** **of Contracts for the Services of Consultants / Individual Contractors**

**1. Legal Status**

The individual engaged by UNICEF under this contract as a consultant or individual contractors (the “Contractor”) is engaged in a personal capacity and not as representatives of a Government or of any other entity external to the United Nations. The Contractor is neither a "staff member" under the Staff Regulations of the United Nations and UNICEF policies and procedures nor an "official" for the purpose of the Convention on the Privileges and Immunities of the United Nations, 1946. The Contractor may, however, be afforded the status of "Experts on Mission" in the sense of Section 22 of Article VI of the Convention and the Contractor is required by UNICEF to travel in order to fulfill the requirements of this contract, the Contractor may be issued a United Nations Certificate in accordance with Section 26 of Article VII of the Convention.

**2. Obligations**

The Contractor shall complete the assignment set out in the Terms of Reference for this contract with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices.

The Contractor must respect the impartiality and independence of UNICEF and the United Nations and in connection with this contract must neither seek nor accept instructions from anyone other than UNICEF. During the term of this contract the Contractor must refrain from any conduct that would adversely reflect on UNICEF or the United Nations and must not engage in any activity that is incompatible with the administrative instructions and policies and procedures of UNICEF. The Contractor must exercise the utmost discretion in all matters relating to this contract.

In particular, but without limiting the foregoing, the Contractor (a) will conduct him- or herself in a manner consistent with the Standards of Conduct in the International Civil Service; and (b) will comply with the administrative instructions and policies and procedures of UNICE relating to fraud and corruption; information disclosure; use of electronic communication assets; harassment, sexual harassment and abuse of authority; and the requirements set forth in the Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse.

Unless otherwise authorized by the appropriate official in the office concerned, the Contractor must not communicate at any time to the media or to any institution, person, Government or other entity external to UNICEF any information that has not been made public and which has become known to the Contractor by reason of his or her association with UNICEF or the United Nations. The Contractor may not use such information without the written authorization of UNICEF, and shall under no circumstances use such information for his or her private advantage or that of others. These obligations do not lapse upon termination of this contact.

**3. Title rights**

UNICEF shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material created by the Contractor which bears a direct relation to, or is made in order to perform, this contract. At the request of UNICEF, the Contractor shall assist in securing such property rights and transferring them to UNICEF in compliance with the requirements of the law governing such rights.

**4. Travel**

If UNICEF determines that the Contractor needs to travel in order to perform this contract, that travel shall be specified in the contract and the Contractor’s travel costs shall be set out in the contract, on the following basis:

1. UNICEF will pay for travel in economy class via the most direct and economical route; provided however that in exceptional circumstances, such as for medical reasons, travel in business class may be approved by UNICEF on a case-by-case basis.
2. UNICEF will reimburse the Contractor for out-of-pocket expenses associated with such travel by paying an amount equivalent to the daily subsistence allowance that would be paid to staff members undertaking similar travel for official purposes.

**5. Statement of good health**

Before commencing work, the Contractor must deliver to UNICEF a certified self-statement of good health and to take full responsibility for the accuracy of that statement. In addition, the Contractor must include in this statement of good health (a) confirmation that he or she has been informed regarding inoculations required for him or her to receive, at his or her own cost and from his or her own medical practitioner or other party, for travel to the country or countries to which travel is authorized; and (b) a statement he or she is covered by medical/health insurance and that, if required to travel beyond commuting distance from his or her usual place or residence to UNICEF (other than to duty station(s) with hardship ratings “H” and “A”, a list of which has been provided to the Contractor) the Contractor’s medical/health insurance covers medical evacuations. The Contractor will be responsible for assuming all costs that may be occurred in relation to the statement of good health.

**6. Insurance**

The Contractor is fully responsible for arranging, at his or her own expense, such life, health and other forms of insurance covering the term of this contract as he or she considers appropriate taking into account, among other things, the requirements of paragraph 5 above. The Contractor is not eligible to participate in the life or health insurance schemes available to UNICEF and United Nations staff members. The responsibility of UNICEF and the United Nations is limited solely to the payment of compensation under the conditions described in paragraph 7 below.

**7. Service incurred death, injury or illness**

If the Contractor is travelling with UNICEF’s prior approval and at UNICEF's expense in order to perform his or her obligations under this contract, or is performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF’s approval, the Contractor (or his or her dependents as appropriate), shall be entitled to compensation from UNICEF in the event of death, injury or illness attributable to the fact that the Contractor was travelling with UNICEF’s prior approval and at UNICEF's expense in order to perform his or her obligations under this contractor, or was performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF’s approval. Such compensation will be paid through a third party insurance provider retained by UNICEF and shall be capped at the amounts set out in the Administrative Instruction on Individual Consultants and Contractors. Under no circumstances will UNICEF be liable for any other or greater payments to the Contractor (or his or her dependents as appropriate).

**8. Arbitration**

1. Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.
2. If the parties are not able to reach agreement after attempting amicable negotiation for a period of thirty (30) days after one party has notified the other of such a dispute, either party may submit the matter to arbitration in accordance with the UNCITRAL procedures within fifteen (15) days thereafter. If neither party submits the matter for arbitration within the specified time the dispute will be deemed resolved to the full satisfaction of both parties. Such arbitration shall take place in New York before a single arbitrator agreed to by both parties; provided however that should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, the arbitrator shall be designated by the United Nations Legal Counsel. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

**9. Penalties for Underperformance**

Payment of fees to the Contractor under this contractor, including each installment or periodic payment (if any), is subject to the Contractor’s full and complete performance of his or her obligations under this contract with regard to such payment to UNICEF’s satisfaction, and UNICEF’s certification to that effect.

**10. Termination of Contract**

This contract may be terminated by either party before its specified termination date by giving notice in writing to the other party. The period of notice shall be five (5) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a total period of less than two (2) months and ten (10) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a longer period; provided however that in the event of termination on the grounds of impropriety or other misconduct by the Contractor (including but not limited to breach by the Contractor of relevant UNICEF policies, procedures, and administrative instructions), UNICEF shall be entitled to terminate the contract without notice. If this contract is terminated in accordance with this paragraph 10, the Contractor shall be paid on a pro rata basis determined by UNICEF for the actual amount of work performed to UNICEF’s satisfaction at the time of termination. UNICEF will also pay any outstanding reimbursement claims related to travel by the Contractor. Any additional costs incurred by UNICEF resulting from the termination of the contract by either party may be withheld from any amount otherwise due to the Contractor under this paragraph 10.

**11. Taxation**

UNICEF and the United Nations accept no liability for any taxes, duty or other contribution payable by the consultant and individual contractor on payments made under this contract. Neither UNICEF nor the United Nations will issue a statement of earnings to the consultant and individual contractor.

Prepared by: WASH Section Chief: Approved by Deputy Representative \*\*

Name/Title: Name:

Date: Date

\*\* All Programme TORs to be approved by Deputy Representative and Operations TOR to be approved by Operations Manager.

1. <http://www.un.org/es/comun/docs/?symbol=A/HRC/RES/18/1&lang=E> [↑](#endnote-ref-1)
2. <http://nab.vu/sites/all/files/documents/03/04/2014%20-%2012%3A37/national_water_strategy_-_finalsmall.pdf> [↑](#endnote-ref-2)
3. National Water Strategy 2008-2018, Mid Term Review Workshop Report, Port Vila, 11 February 2015 [↑](#endnote-ref-3)
4. National Environmental Health, Policy and Strategy 2012-2016 Ministry of Health, Government of Vanuatu [↑](#endnote-ref-4)