

**TERMS OF REFERENCE FOR INDIVIDUAL CONSULTANTS AND CONTRACTORS**

**Title: Technical Assistance to MoHSPP on assessment and implementation of Health Care Waste Management in primary and secondary HCFs in Tajikistan.**

**Type of engagement Included in Annual Workplan:**

**Consultant  Yes**

**Individual Contractor**  **No, please justify: will be included**

**Consultant sourcing:  National  International  Both**

|  |  |  |
| --- | --- | --- |
| **Child Safeguarding**  Is this project/assignment considered as “Elevated Risk Role” from a child safeguarding perspective?  YES NO If YES, check all that apply:  **Direct contact role** YES NO  If yes, please indicate the number of hours/months of direct interpersonal contact with children, or work in their immediately physical proximity, with limited supervision by a more senior member of personnel:   |  | | --- | |  |   **Child data role** YES NO  If yes, please indicate the number of hours/months of manipulating or transmitting personal-identifiable information of children (name, national ID, location data, photos):   |  | | --- | |  | |

**DUTY STATION/DURATION:**

*Estimated duration: 270 w/d, 9 months spread between April, 2021 – December 2024*

*Duty station: Dushanbe, Tajikistan*

*On-site working days: 230 w/ds*

*Off-site working days: 40 w/ds (applicable for International Consultant Only)*

*Supervisor: WASH Specialist (IP), UNICEF Tajikistan*

*Reporting to: WASH Specialist (IP), UNICEF Tajikistan*

**BACKGROUND:**

Key WASH indicators for Tajikistan remains less than optimal. Tajikistan is a member of the High-Level Panel on Water launched by the World Bank and the United Nations and has announced its commitment to the Sustainable Development Goal (SDG-6) to “Ensure availability and sustainable management of water and sanitation for all”. Tajikistan also committed to achievement of the SDGs and recognized the access to WASH in schools and health facilities as important favourable conditions for Sustainable Development in its National Development Strategy 2030, National Water Sector Strategy (2020 – 2030) and Water and Sanitation Plans and National Programme for Children that are in the process of development and endorsement.

To contribute to the progressive realization of the Rights of the Child and Sustainable Development Goal 6 (SDG 6), UNICEF Tajikistan introduced a WASH in Institutions component as part of the Country Program of cooperation with the Government of Tajikistan. The introduction of this element is in response to the request from the government to support the design and implementation of the national WASH programme and an assurance that improvement of WASH infrastructure in social institutions, coupled with hygiene promotion interventions, will contribute to reducing infant deaths, preventing communicable diseases among children.

There is significant gap of access to WASH in HCFs. Referring to the WHO-UNICEF JMP data available for 2020, only 24.1% of the HCFs have basic access to drinking water supply. The data is missing on access to sanitation, hygiene, waste management and cleaning environment. According to UNICEF Tajikistan, as of 2020, out of 73 maternities / maternity departments within Central District Hospitals (CDHs – secondary level HCFs), 47 facilities (65%) do not meet the required WASH standards. Most challenging situation with access to WASH is in 3,500 rural medical centers (primary health care level). Up to 80% of these facilities have limited or no access to WASH services. Consumables that are key to effective IPC such as soap, hand sanitizers and chlorine are not always available.

There has been a substantial reduction in the under-five mortality rate (U5MR), (from 107 in 1990 to 33 per 1,000 live births in 2017, and infant mortality rate (IMR) from 84 in 1990 to 27 per 1,000 live births in 2017[[1]](#footnote-1)), but children under five years of age continue to die from preventable causes. Ministry of Health and Social Protection (MoHSP) statistics state that in 2016 around 77% of deaths of children under five years of age occurred among children younger than twelve months, and 87% of neonatal death occurred during the first week of life. Many of these deaths are attributable to causes related to poor Quality of Care (QoC) and Health Care Associated Infections (HCAI) that remain largely under-reported, resulting from an unsafe environment including inadequate WASH at HCFs[[2]](#footnote-2).

Tajikistan still facing challenges on increasing expenditures on health that has impacted negatively on the quality of health care nationwide. Problems facing the health care system include obsolete infrastructure and equipment, poor accountability at the HCF level on the application of approved standards and protocols, and inadequate capacity of health care workers to provide quality care. The issues are similar for allocation of budget for WASH in schools which creates a big challenge of operations and maintenance of WASH facilities in institutions

In the framework of EU-funded Health Development Programme, 2020 – 2025, UNICEF has committed to respond to critical WASH and HWM needs in the context of COVID-19 on equipping 1,500 primary health care (PHC) facilities at sub-district level with basic WASH and HWM needs and provision of sustainable WASH services in 50 HCFs at secondary / district level, e.g. district level hospitals (maternity, paediatrics and surgery departments), infectious disease hospitals, laboratories across the country.

In line with the UNICEF global supplies requirements / guidelines, the UNICEF WASH construction work requires the expertise of an Engineer to manage all technical matters associated with the projects which includes: designs, specifications, bill of quantities, tendering, monitoring of construction works, certification of payment to contractors etc.

Presently, the Health and Nutrition Programme under which the WASH programme is situated requires this technical capacity during the assessment and implementation stages, thus in a need to hire an Engineer with strong expertise on Health Care Waste Management and construction to provide expert advice and oversee the management of construction works in compliance with national and international standards.

**PURPOSE:**

Under the overall oversight of the Chief, Health and Nutrition and under the direct supervision of WASH Specialist (international Professional), the consultant (HWM) will work closely with contracted companies and government entities on the planning and implementation of the Healthcare Waste Management component of the project in HCF. The consultant will provide on-going technical guidance and support to government engineering entities / private consulting firms to carry out assessments, designing of HWM facilities at HCF, bill of quantities, etc. for the construction work and assure quality of all processes pertaining to the Healthcare Waste Management construction and equipment supply standards. The consultant will also play a key role in facilitating the verification of works carried out and processing of contractor’s payments in close coordination with UNICEF WASH Team.

**DESCRIPTION OF ASSIGNMENT:**

*Please see trhe overall scope of work as annexed to understand linkages.*

This assignment has two main components:

The core responsibilities of the consultant are:

1. **During PHASE 1:** Providing technical support to UNICEF and MoHSP by working closely with the contracted firm during the assessment phase of the project. This would entail ensuring a thorough understanding of the HWM component of the project and the scope of work while being assessed by the contracted firm. The consultant will provide support on reviewing assessment tools, field monitoring of the assessment process, review of the assessment findings, technical support on designs of HWM infrastructure and costing in compliance with agreed standards.
2. **During PHASE 2:** Provide technical support to UNICEF and MoHSP in terms of quality assurance of the implementation phase specifically on the Healthcare Waste Management Component of the project. The consultant will start with supporting the UNICEF WASH team during the bidding process of the construction works and determine technical capacities on HWM. Furthermore, it will include working closely with the contracted firms to ensure timely construction of the HWM facilities in the targeted HCFs and provision of equipment as per the agreed standards. The consultant will also support the certification process of the completed work in compliance with the agreed scope of work and standards and in close coordination with relevant stakeholders.

**The main tasks to be performed by the consultant are:**

**PHASE 1:**

* Work closely with UNICEF WASH Team and the contracted firm to provide support on the technical assessment with specific focus on HWM. While doing so, ensure reference to the Best Environmental Practices (BEP) and Best Available Technologies (BAT) in the field of healthcare waste management in line with agreed standards.
* Support the contracted firm during the technical assessment in terms of development of methodology, suitable tools, ensuring correct understanding of scope of work in compliance with agreed standards and international best practices while in close coordination with UNICEF WASH Specialist
* Provide support in term of field visits to a proportion of project sites as agreed with UNICEF WASH team to validate the finding of the assessment carried out by the contracted firm.
* Work closely with MoHSP including the Sanitary and Epidemiological Service and Construction departments and Local Hukumat Construction Department (which also represents Committee on Construction and Architecture (CoCA) and is a regulatory body for construction works, designs and standards) to ensure relevant involvement of the concerned staff and approvals are obtained by the contacted firm before the construction process begins.
* Advise and support the contracted firm on the specification and costing of HWM equipment and maintenance at the targeted primary health care facilities in line with agreed standards and best practices including;
* *Needle Syringe Destroyer,*
* *Sharps, leak-proof plastic container 4 l.*
* *Cleaning of burning pits*
* Advise and supervise the contracted firm on the specification, design, BoQ development of HWM equipment and construction works at the targeted secondary health care facilities in line with agreed standards and best practices including;
* *Drum, sterilizing, 340mm diameter, 3 pcs for each facility.*
* *Sterilizer steam autoclave, 100 L.*
* *1 to 2 cubic meter Incinerator for both sharp and bio waste burning.*
* *Protected pit and containers in CDH (pit for usually waste, containers for health waste, Beyker pit for burial of placenta).*
* Conduct an intensive Training of trainers (TOT) for the relevant Government and UNICEF staff for 4 days on Environmentally Sound Management (ESM) of HCW to ensure that the waste is managed in an environmentally sound manner. The content of the training will be largely based on the WHO’s Blue Book on HCWM. The training shall be on 2 session sessions, each session will be conducted for 25 participants for the period of two days. (50 in total).
* Review the final assessment report, designs and BoQs submitted by the contracted firm with HWM lens and share feedback with UNICEF WASH Specialist.
* This would also include additional support to the consultant working on the revision of WASH standards specifically focusing on Healthcare Waste Management (HWM)

**PHASE 2:**

* Provide technical input to the preparation of ToR/tender for Request for Proposals (RFP) and facilitating timely launch of the RFP; pre-biding technical briefing, site visits and technical assistance to the Procurement department in responding to any complaints/clarifications required from bidders in line with related guidance, laws and regulations;
* Provide technical support on HWM for the evaluation of tenders, compilation of final bid evaluation result and throughout the bidding and contractor selection process while ensuring conformity with UNICEF supply rules.
* Carry out quality assurance of the HWM component of the project to ensure the construction / rehabilitation works and provision of agreed equipment are in line with the agreed standards at all stages.
* In coordination with UNICEF WASH Specialist, organise regular meetings with the contracted engineering firms and technical focal points from the relevant government ministries and department to ensure agreed quality of work and timely completion of activities
* Establish a periodic reporting schedule for supervising engineers (of the contracted firm), review progress report documents, certify contractors bill presented by the entity responsible for technical supervision and photo documentation of implementation of works in close coordination with UNICEF and MoHSP.
* Reviewing any changes in the scope of work that may arise during implementation, assuring proper documentation, approval and reporting;
* Work closely with UNICEF team and advise on payment requests submitted by contractors that have been duly certified by the supervising engineer in order to be submitted for processing of payment;
* Follow up with supervising engineers on the process of project implementation from: initial site hand over, to substantial completion and temporary acceptance of the work, through Defects Liability Period, to completion and final acceptance of the works;
* Provide support to the contractors and project team throughout the duration of this assignment as required on the specific aspects related to the health-care waste management such as general infection control, occupational safety, waste segregation at source, required equipment use (labelled buckets, needle cutters etc).
* Contribute to writing periodic and ad-hoc donor reporting.

**KEY DELIVERABLES:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **№** | **Tasks/Milestones** | **Deliverables/outputs** | **Number of days** | **Payment Schedule** |
| **PHASE 1** | | | | |
| **1.** | Produce Inception Report outlining methodology and approaches for addressing the consultancy tasks and 9 month consultancy workplan for supervisors’ approval. | Inception Report | *Within 5 days of the signing of contract* | 10% payment upon submission of inception report |
| **2.** | Provide technical support to the contracted engineering firm in terms of development of methodology, suitable tools, ensuring correct understanding of scope of work in compliance with agreed standards and international best practices while in close coordination with UNICEF WASH Specialist | Detailed feedback with technical HWM lens on methodology and compliance with standards and best practices  Developed tools in collaboration with contracted firm for assessment | *3 months in total from the start of the contract including other activities in Phase 1* | 30% payment upon completion of deliverables in the 3 months of assessment phase.  20% payment after completion of deliverables after every two months out of the 6-month required support during phase 2. |
| **3.** | Provide support in terms of field visits to a proportion of project sites as agreed with UNICEF WASH team to validate the finding of the assessment carried out by the contracted firm. | Detailed validation report on the sites visited validating the findings of the assessment | *3 months in total from the start of the contract including other activities in Phase 1* |
| **4.** | Advise and supervise the contracted firm on the specification and costing of HWM equipment and maintenance at the targeted primary health care facilities in line with agreed standards and best practices including;   * Needle Syringe Destroyer, * Sharps, leak-proof plastic container 4 l. * Cleaning of burning pits   **(the scope of work is subject to change based on technical assessment)** | Written feedback shared with UNICEF and contracted firm on the specification and costing of HWM equipment in PHCs. | *3 months in total from the start of the contract including other activities in Phase 1* |
| **5.** | Advise and support the contracted firm on the specification, design, BoQ development of HWM equipment and construction works at the targeted secondary health care facilities in line with agreed standards and best practices including;   * Drum, sterilizing, 340mm diameter, 3 pcs for each facility. * Sterilizer steam autoclave, 100 L. * 1 to 2 cubic meter Incinerator for both sharp and bio waste burning. * Protected pit and containers in CDH (pit for usually waste, containers for health waste, Beyker pit for burial of placenta).   **(the scope of work is subject to change based on technical assessment)** | Written feedback shared with UNICEF and contracted firm on the specification of equipment, designs and BoQs to finalise.  Final specifications, BoQs and designs | *3 months in total from the start of the contract including other activities in Phase 1* |
| **6.** | Conduct an intensive training of trainers (TOT) for the relevant Government and UNICEF staff for 4 days days on Environmentally Sound Management (ESM) of HCW to ensure that the waste is managed in an environmentally sound manner. The content of the training will be largely based on the WHO’s Blue Book on HWM. The training shall be on 2 session sessions, each session will be conducted for 25 participants for the period of two days. (50 in total). | Training report and resources along with participant evaluation | 4 days (within 3 months indicated) |
| **7.** | Review the final assessment report, designs and BoQs submitted by the contracted firm with HWM lens and share feedback with UNICEF WASH Specialist. | Reviewed assessement report, designs and BoQs | 2 weeks (within 3 months in Phase 1) |
| **PHASE 2** | | | |
| **8.** | Provide technical input to the preparation of ToR/tender for Request for Proposals (RFP) and facilitating timely launch of the RFP; pre-bidding technical briefing, site visits and technical assistance to the Procurement department in responding to any complaints/clarifications required from bidders in line with related guidance, laws and regulations; | Terms of reference, tender documents with inputs specific to HWM and in line with findings of assessment.  Pre-bidding brief and presentation, site visit summary and Q&A documents | 1 week (2021) |
| 9. | Provide technical support on HWM for the evaluation of tenders, compilation of final bid evaluation result and throughout the bidding and contractor selection process while ensuring conformity with UNICEF supply rules. | Tender evaluation, recommendations and technical input keeping in view scope of project, agreed standards and ground reality | 2 weeks (2021) |
| 10. | Carry out quality assurance of the HWM component of the project to ensure the construction/ rehabilitation works and provision of agreed equipment are in line with the agreed standards at all stages. | Weekly update meetings  Monthly Reports | 6 Months in total split by 2 months in each year (2022, 2023 and 2024) |
| 11. | In coordination with UNICEF WASH Specialist, organise regular meetings with the contracted engineering firms and technical focal points from the relevant government ministries and department to ensure agreed quality of work and timely completion of activities | Minutes of the monthly meetings and action points | 6 Months in total split by 2 months in each year (2022, 2023 and 2024) |
| 12. | Establish a periodic reporting schedule for supervising engineers (of the contacted firm), review progress report documents, certify contractors bill presented by the entity responsible for technical supervision and photo documentation of implementation of works in close coordination with UNICEF and MoHSP. | Reporting schedule  Review notes and feedback  Certification of completed works with updates  Reviewed photo documentation and implementation reports | 6 Months in total split by 2 months in each year (2022, 2023 and 2024) |
| 13. | Reviewing any changes in the scope of work that may arise during implementation, assuring proper documentation, approval and reporting; | Review notes | 6 Months in total split by 2 months in each year (2022, 2023 and 2024) |
| 14. | Work closely with UNICEF team and and the WASH Engineer to advise on payment requests submitted by contractors that have been duly certified by the supervising engineer in order to be submitted for processing of payment. All works to be validated in compliance with a the agreed HWM standards; | Payment recommendations based on certification process duly verified | 6 Months in total split by 2 months in each year (2022, 2023 and 2024) – based on the schedule of works |
| 15. | Follow up with supervising engineers on the process of project implementation from: initial site hand over, to substantial completion and temporary acceptance of the work, through Defects Liability Period, to completion and final acceptance of the works relevant to HWM component. | Meeting notes on progress highlighting satisfactory compliance of quality standards and schedule, concerns and follow ups required. | 6 Months in total split by 2 months in each year (2022, 2023 and 2024) |
| 16. | Provide on-demand support to the contractors and project team throughout the duration of this assignment as required on the specific aspects related to the health-care waste management such as general infection control, occupational safety, waste segregation at source, required equipment use (labelled buckets, needle cutters etc). | Note on support provided including resources shared with UNICEF. | 6 Months in total split by 2 months in each year (2022, 2023 and 2024) |
| 17. | Contribute to writing periodic and ad-hoc donor reporting. | Reports | 6 Months in total split by 2 months in each year (2022, 2023 and 2024) |

**Note:** Due to COVID 19, the work and deliverables are subject to change. Consultant need to be flexible to adjust to any unforeseen adjustments that might occur during the implementation

**Performance indicators for the evaluation of results:**

The evaluation of the results will be based on:

1. Technical and professional competence (quality of the products delivered to UNICEF);
2. Scope of work;
3. Quality of work (quality of processes and deliverables mentioned);
4. Quantity of work (completing the tasks indicated in the table above within the set timeframe)

In addition, such indicators as work relations, responsibility, drive for results, and communication will be taken into account during the evaluation of the Consultant’s work.

**QUALIFICATION REQUIREMENTS:**

***Education:*** A university degree in one of the following fields is required: public health, civil engineering, sanitary and environmental engineering, health care waste management (HWM), sanitation engineering or another relevant technical field.

***Work Experience:*** a minimum of eight years of professional work experience in the field of IPC, WASH in HCFs, Environmental Sanitation, Health Care Waste Management experience working with top management of national ministries and local authorities or providing similar consultancy services to International organisations focusing on HWM and WASH in HCFs.

***Competencies:*** Strong analytical and conceptual thinking. Excellent writing skills. Excellent communication and presentation skills with stakeholders and the ability to work under pressure and commitment to work to a tight timeframe.

***Language:***

* **Applicable to Int. Consultant:** Excellent proficiency in (written and oral) in English while knowledge of Russian and Tajik is an advantage.
* **Applicable to Local Consultant:** Excellent proficiency in Tajik and Russian (written and oral) while knowledge of English is an advantage.

**REQUIREMENTS:**

***Qualified candidates are requested to submit:***

1. Cover letter/application/CV.
2. A technical proposal with the proposed methodology/approach to managing the project, showing understanding of tasks.
3. Work plan.
4. Financial quote for the consultancy in USD for international consultants and in Somoni for national consultants per deliverable, stating also the timeframe for completion of deliverable and/or daily rate in USD/TJS.
5. Examples of previous, relevant work related to the deliverables.
6. At least two references

Queries can be sent to: [tad-procurement@unicef.org](mailto:tad-procurement@unicef.org) with subject line **Technical Assistance to MoHSPP on assessment and implementation of Health Care Waste Management in primary and secondary HCFs in Tajikistan.**

Applications must be received in the system by the **April 11, 2021** at our website: <http://www.unicef.org/about/employ/index.php>

Travel costs and DSA will be covered in accordance with UN rules and regulations. No other remunerations apply. As a general principle, the fees payable to a consultant or individual contractor follow the “best value for money” principle, i.e., achieving the desired outcome at the lowest possible cost.

Please note that consultants and individual contractors are responsible for assuming costs for obtaining visas and travel insurance.

**EVALUATION PROCESS AND METHODS:**

Individual consultants/contractors will be evaluated based on a cumulative analysis methodology. The award of the Contract shall be made to the individual consultant whose offer has been evaluated and determined as:

a) responsive/compliant/acceptable, and

b) having received the highest score out of a weighted set of technical and financial criteria.

During the selection, the ratio between the technical evaluation and commercial offer is 70 to 30.

|  |  |  |
| --- | --- | --- |
| ***Criteria*** | ***Weight*** | ***Max. Point*** |
| ***TECHNICAL QUALIFICATION (max. 70 points)*** | ***70%*** | ***70*** |
| ***Overall Response (20 points)*** |  | |
| Understanding of tasks, objectives and completeness and coherence of response |  | *10* |
| Overall match between the TOR requirements and proposal |  | *10* |
| ***Proposed work plan (10 points)*** |  | |
| Quality of proposed work plan |  | *10* |
| ***Technical Capacity (40 points)*** |  | |
| ***Education:*** A university degree in one of the following fields is required: public health, civil engineering, Sanitary and environmental engineering, Health Care Waste Management, sanitation engineering or another relevant technical field |  | *10* |
| ***Work Experience:*** a minimum of eight years of professional work experience in the field of IPC, WASH in HCFs, Environmental Sanitation, Health Care Waste Management experience working with top management of national ministries and local authorities or providing similar consultancy services to International organisations focusing on HWM and WASH in HCFs. |  | *10* |
| ***Competencies:*** Strong analytical and conceptual thinking. Excellent writing skills. Excellent communication and presentation skills with stakeholders and the ability to work under pressure and commitment to work to a tight timeframe. |  | *10* |
| **Applicable to Int. Consultant:** Excellent proficiency in (written and oral) in English while knowledge of Russian and Tajik is an advantage.  **Applicable to Local Consultant:** Excellent proficiency in Tajik and Russian (written and oral) while knowledge of English is an advantage. |  | *10* |
| ***FINANCIAL PROPOSAL (max. 30 points)*** (daily rate) | ***30%*** | ***30*** |
| **TOTAL SCORE *(max. 100 points)*** |  |  |

Only candidates who obtain a minimum of 49 points in the Technical Criteria evaluation will be considered for the Financial Evaluation.

**Financial Proposal**

Please provide an all-inclusive price for delivering professional services in accordance with the assignment described under this TOR.

The formula for the rating of the Financial Proposals will be as follows:

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

|  |  |
| --- | --- |
| Prepared by WASH Specialist: | Signature/Date: |
| Reviewed by Operations Manager: | Signature/Date: |
| Endorsed by Section Chief: | Signature/Date: |
| Approved by Deputy Representative: | Signature/Date: |

**ANNEX 1:**

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 fulfil 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.

1. 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 contract.

1. Paid Time Off and UN official holidays

Individual contractors who work full-time and who are remunerated at a fixed daily or monthly rate[[3]](#footnote-3) with a minimum contract duration of one calendar month (“eligible contractors”) are entitled to:

· Paid Time Off (PTO) at the rate of one-and one-half days (1.5 days) per month of service, to be prorated to the closest half day for partial months served at the beginning and end of the contract period; and

· UN official holidays.

Eligible contractors will be remunerated at the established rate for any day of PTO used and for any UN official holiday that falls within the established duration of the contract.

PTO may be used in increments of half or full days. PTO will be accrued and can be used, subject to prior approval by the contractor’s direct supervisor, at any time during the duration of the contract. Unused PTO will not be paid out or reimbursed at the end of the contract period and cannot be transferred to a new contract.

1. Title rights

All materials created by the Contractor which bears a direct relation to, or is made in order to perform, this contract and any intellectual property rights thereof, including but not limited to patents, copyright and trademarks, shall be jointly owned by UNICEF and the Contractor. 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. Any third party usage shall require written permission from both parties.

1. 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.

1. 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.
2. 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.

1. 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.

1. 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).

1. Arbitration

1. Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.

1. 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.

1. Penalties for Underperformance

Payment of fees to the Contractor under this contract, 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.

1. 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.

1. 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.

**ANNEX 2:**

**OVERALL PROJECT SCOPE:**

|  |  |
| --- | --- |
| Categories | Activities |
| **PHASE 1** |  |
| **Technical Assessment (including development of designs and BoQs)** | **At Primary Health Facility Level:**   * Based on coordination with MoHSP and confirmation of exact number of primary health facilities the contracted firm will receive an updated status of available handwashing facilities in targeted PHCs and its connection to a protected water source and sewerage line/drainage (or alternate option for rural facilities) * The contracted firm will carry out representative sample-based survey of the PHCs to reconfirm/verify the status of handwashing facilities, applicability of proposed design and available water source/ (with at least 95% confidence interval and 5% margin of error as part of methodology). * The contracted firm will prepare a standard design and BoQ in close coordination with MoHSP, CoCA and UNICEF based on analysis of the data provided by the government and sample-based survey carried out specifying scope of work involved.   **At Secondary Health Facility Level:**   * The contracted firm will carry out a comprehensive survey in 50 secondary HCFs (number is subject to confirmation) for confirmation of the status of access to WASH (which includes available water supply, availability of wash basins, availability of sanitation facilities, availability of a functioning sewerage system with an IPC lens) and HWM services (availability of Incinerator, Beyker pit and other arrangements required to carry out medical waste management) . The scope of work will be carried out in selected departments on central district hospitals, e.g. maternity, paediatrics and surgical; infectious disease hospitals); * The contracted firm will also prepare the designs, Bill of Quantities (BoQs) and equipment specifications (required to be installed as part of construction) for all targeted HCFs (1,500 HCF at primary level and 50 HCFs at district / secondary level tentatively with numbers subject to change) of all rehabilitation / construction activities of WASH and HWM in HCFs on the basis of assessment findings. * The contracted firm will coordinate with UNICEF and Ministry of Health and Social Protection (MoHSP – as body ensuring technical supervision and final beneficiary) to approve projects designs before the construction begins. |
| **PHASE 2** |  |
| **Author Supervision** | * The contracted firm will provide author supervision to assure the quality of all construction, rehabilitation, installation of equipment related to WASH and HWM works are meeting the requirements referring to the minimum national standards. * The contracted firm will also be responsible for certifying each facility in compliance to the agreed standards which will subsequently certified by government authorities. |
| **Construction of hand washing stations in 1500 PHCs (tentative)** | Construction/installation of handwashing basins, retrofitting and connections, transportation (using a standard design approved by the Ministry) |
| **Construction of Health Care Waste Management facilities and provision of equipment**  **Primary HCF: 1,500 (tentative)**  **Secondary HCF: 50 (tentative)** | **Primary HCF Level:** Provision of equipment such as 1. Needle Syringe Destroyer, 2. Sharps, leak-proof plastic container, 4 L. 3. Cleaning of burning pits where it exists  **Secondary HCF Level:** This includes Provision of 1) Sterilizing Drum, 340mm diameter, 3 pcs for each facility, 2) Sterilizer steam autoclave, 100 L, 3) 1 to 2 cubic meter Incinerator for both sharp and bio waste burning, 4) excavation and development Protected pit and containers in CDH (pit for usually waste, containers for health waste, Beyker pit for burial of placenta). |
| **WASH Infrastructural improvement (construction and rehabilitation) in 50 Secondary Health Care Facilities (tentatively)** | **This component includes availability of the following at the targeted HCFs;**   * 24 hours supply of hot and cold water in prioritized departments (infectious diseases departments/hospitals, and maternity, pediatrics, surgical departments). * All rooms/wards in prioritized departments will be fitted with washbasins and washable floors and will be connected to hot and cold water. * All departments will have water flushable toilets; bathrooms with bidets and bath basins/showers for both patients and staff use and an external toilet for visitors will be constructed/rehabilitated. Bathrooms and toilets will be connected to water supply and sewage system. * To ensure uninterrupted supply of water to the prioritized departments, a central water tower or reservoir and water pumps according to the health facility need will be installed. * Connection of all plumbing outlets to local hospital/centralized sewage system. * Small repairs and renovation of walls and floors to bring them up to IPC standard where necessary. |

1. Demographic and Health Survey (DHS) 2017, State Statistical Agency under the President of the Republic of Tajikistan, MoHSP [↑](#footnote-ref-1)
2. MOHSP Health Management Information System Report for 2016 [↑](#footnote-ref-2)
3. Contractors on deliverable-based Consultancy Contracts (i.e. those hired for a specific project without establishing a minimum number of daily working hours) are not entitled to Paid Time Off or to paid UN official holidays. [↑](#footnote-ref-3)