
Request for Proposals (RFP)
Bid Reference 2013/HSE/WSH/0001
TABLE OF CONTENTS

1. INTRODUCTION .................................................................................4
  1.1 Objective of the RFP .................................................................4
  1.2 About WHO .............................................................................4
    1.2.1 WHO Mission Statement ..................................................4
    1.2.2 Structure of WHO .............................................................4
    1.2.3 Description of Cluster/Service/Unit .................................5
  1.3 Definitions, Acronyms and Abbreviations ...............................5

2. DESCRIPTION OF SUBJECT / PRESENT ACTIVITIES ......................6
  2.1 Overview .................................................................................6

3. REQUIREMENTS ..................................................................................7
  3.1 Introduction .............................................................................7
  3.2 Characteristics of the provider .................................................7
    3.2.1 Status ................................................................................7
    3.2.2 Accreditations .................................................................7
    3.2.3 Previous experience .........................................................7
  3.3 Work to be performed ...............................................................7

4. INSTRUCTIONS TO BIDDERS ..........................................................8
  4.1 Language of the Proposal and other Documents ......................8
  4.2 Intention to Bid .......................................................................8
  4.3 Cost of Proposal .....................................................................8
  4.4 Contents of the Proposal .........................................................8
  4.5 Communications during the RFP Period .....................................8
  4.6 Format and Signing of Proposals .............................................9
  4.7 5) The electronic copies of the proposal and supporting documents on the four (4)
    CD-ROMs should be in PDF, or MS Word compatible format. The Responses to the
    Requirements should be submitted according to the format outlined in 4.14
    “Proposal Structure” Sealing and Marking of Proposals ..................9
  4.8 Exclusion of Submission of Offers by E-mail ..............................10
  4.9 Period of Validity of Proposals ................................................10
  4.10 Closing Date for Submission of Proposals ................................10
  4.11 Modification and Withdrawal of Proposals ..............................10
  4.12 Receipt of Proposals from Non-invitees ....................................11
  4.13 Amendment of the RFP ..........................................................11
  4.14 Proposal Structure .................................................................11
    4.14.1 Acceptance Form ............................................................11
    4.14.2 Content of proposal .........................................................11

5. OPENING AND EVALUATION OF PROPOSALS ............................13
  5.1 Opening of Proposals ...............................................................13
  5.2 Clarification of Proposals ........................................................13
  5.3 Preliminary Examination of Proposals ......................................13
  5.4 Evaluation of Proposals ..........................................................13
  5.4.2 Financial Evaluation ..........................................................14
  5.5 Bidders’ Presentations ..............................................................14

6. AWARD OF CONTRACT ....................................................................14
  6.1 Award Criteria, Award of Contract ..........................................14
  6.2 WHO’s Right to modify Scope or Requirements during the Evaluation/Selection
    Process ....................................................................................15
6.3 WHO’s Right to Extend/Revise Scope or Requirements at Time of Award......15
6.4 WHO’s Right to enter into Negotiations..............................15
6.5 Signing of the Contract..................................................15

7. GENERAL AND CONTRACTUAL CONDITIONS.................................16
7.1 Conditions of Contract................................................................16
7.2 Responsibility............................................................................16
7.3 Source of Instructions..............................................................17
7.4 Warranties................................................................................17
7.5 Legal Status...............................................................................17
7.6 Relation Between the Parties.......................................................18
7.7 No Waiver..................................................................................18
7.8 Liability......................................................................................18
7.9 Assignment...............................................................................18
7.10 Officials not to Benefit..............................................................18
7.11 Indemnification.......................................................................18
7.12 Contractor’s Responsibility for Employees.................................19
7.13 Subcontracting..........................................................................19
7.14 Place of Performance...............................................................19
7.15 Language..................................................................................19
7.16 Confidentiality..........................................................................19
7.17 Title Rights..............................................................................20
7.18 Termination and Cancellation.....................................................20
7.19 Force Majeure..........................................................................21
7.20 Surviving Provisions................................................................21
7.21 Use of WHO name and emblem..............................................21
7.22 Successors and Assignees.........................................................21
7.23 Payment....................................................................................22
7.24 Title to Equipment.....................................................................22
7.25 Insurance and Liabilities to Third Parties.................................22
7.26 Settlement of Disputes...............................................................23
7.27 Observance of Laws................................................................23
7.28 Authority to Modify..................................................................23
7.29 Privileges and Immunities.........................................................23
7.30 No Terrorism or Corruption.....................................................23

8. PERSONNEL.................................................................................24
8.1 Approval of Contractor Personnel.............................................24
8.2 Project Managers......................................................................24
8.3 Foreign Nationals......................................................................25
8.4 Compliance with WHO’s Policies..............................................25
8.5 Ethical Behaviour.......................................................................25
8.6 Engagement of Third Parties and use of In-house Resources.......25

9. ANNEX A....................................................................................26
10. ANNEX B..................................................................................28
1. INTRODUCTION

1.1 Objective of the RFP

The World Health Organization (WHO)/Australian Agency for International Development (AusAID) Water Quality Partnership for Health seeks to build on existing efforts to support the development and implementation of Water Safety Plans (WSPs). As part of this work, WHO is seeking proposals to support continued scale up and mainstreaming of WSPs in Bangladesh, Bhutan, Lao PDR, Nepal, the Philippines, Vietnam, Cambodia, Indonesia, Mongolia, Myanmar, the Pacific Islands and Timor Leste. It is envisioned that more countries will be included as WHO supports additional countries in WSP implementation and scale up.

Through a request for proposal (RFP) process WHO is looking for a consultant to support continued scale up and mainstreaming of WSPs in a number of countries, including as part of the WHO-AusAID Water Quality Partnership. The project is expected to run over a period of three years.

WHO is an Organization that is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are therefore requested to propose the best and most cost-effective solution to meet WHO requirements, while ensuring a high level of service.

1.2 About WHO

1.2.1 WHO Mission Statement

WHO was established in 1948 as a specialized agency of the United Nations. The objective of WHO (www.who.int) is the attainment by all peoples of the highest possible level of health. Health, as defined in the WHO Constitution, is a state of complete physical, mental and social well being and not merely the absence of disease or infirmity. WHO’s main function is to act as the directing and coordinating authority on international health work.

1.2.2 Structure of WHO

The World Health Assembly (WHA) is the main governing body of WHO. It generally meets in Geneva in May of each year and is composed of delegations representing all 194 Member States. Its main function is to determine the policies of the Organization. In addition to its public health functions, the Health Assembly appoints the Director-General, supervises the financial policies of the Organization, and reviews and approves the proposed programme budget. It also considers reports of the WHO Executive Board, which it instructs with regard to matters upon which further action, study, investigation or report may be required.

The Executive Board is composed of 34 members elected for three-year terms. The main functions of the Board are to give effect to the decisions and policies of the WHA, to advise it and generally to facilitate its work. The Board normally meets twice a year; one meeting is usually in January, and the second is in May, following the World Health Assembly.

The WHO Secretariat consists of some 8,300 health and other officers at the Organization's headquarters in Geneva, in the six regional offices and in countries. The Secretariat is headed by the Director-General, who is appointed by the WHA on the nomination of the Executive
Board. The current Director-General is Dr Margaret Chan. The head of each regional office is a Regional Director. Regional directors are appointed by the Executive Board in agreement with the relevant regional committee.

1.2.3 Description of Cluster/Service/Unit

In the context of WHO Strategic Objective 8, the Department of Public Health and Environment aims to promote a healthier environment, intensify primary prevention and influence public policies in all sectors so as to address the root causes of environmental threats to health. Guided by World Health Assembly Resolution 64/24 the Water, Sanitation, Hygiene and Health (WSH) Unit contributes to reducing the burden of disease associated with lack of access, availability and management of water, sanitation and hygiene. It focuses on: water-borne disease; water, sanitation and hygiene (WASH)-related health risks in humanitarian crises; disease transmission and WASH-related health risks in the home and in public buildings, including in health care centres and schools. The Unit focuses on strengthening the evidence base to support policy making and decision-taking, and to develop and maintain normative water quality “guidelines”; supports their implementation; monitors progress against international development targets; supports global and regional conventions and policy processes on WASH; and carries out assessments on disease burden, prevention and control. WSH also supports Member States to meet their obligations under the Human Right to Safe Drinking-water and Sanitation.

1.3 Definitions, Acronyms and Abbreviations

WHO: World Health Organization
AusAID: Australian Agency for International Development
WSH: Water, Sanitation, Hygiene & Health Unit (WHO)
PHE: Department for Public Health and Environment (WHO)
WASH: water, sanitation and hygiene
2. DESCRIPTION OF SUBJECT / PRESENT ACTIVITIES

2.1 Overview
The WHO/AusAID Partnership on Water Quality has been in existence since 2005 promoting WSPs in South East Asia and Pacific regions, and has been instrumental in initiating capacity building that supports the development and implementation of water safety planning. After a first phase of situation analysis, needs assessment, awareness creation and implementing the first steps towards establishing water safety planning as the approach of choice, a second phase started in July 2010, with a focus on scaling up water safety planning. The second phase ran in six countries: Bangladesh, Bhutan, Lao PDR, Nepal, Philippines and Viet Nam. A third phase is presently active in an expanded number of countries (adding Cambodia, Indonesia, Mongolia, Myanmar, the Pacific islands and Timor Leste to the Phase 2 countries), focusing on the continued scale up and mainstreaming of WSPs. Roll out in other countries and regions is foreseen in due course.
3. REQUIREMENTS

3.1 Introduction

WHO requires the successful bidder, the Contractor, in their individual capacity, to support continued scale up and mainstreaming of WSPs in a number of countries. The successful bidder may also be responsible for the development of WSP tools and resources. A Contractor is needed for a duration of two years, with a possible extension for one more year.

3.2 Characteristics of the provider

Please refer to the ToR in Annex A for further details.

3.2.1 Status

- The provider of services shall have an educational background in: environmental science, environmental engineering, civil engineering, water supply, public health or an equivalent field.

3.2.2 Accreditations

- N/A

3.2.3 Previous experience

- Essential: At least 5 years of relevant professional work experience in either the public or private sector, including in developing countries, with relevant direct experience in the areas of water quality, and water supply and treatment systems. Demonstrated experience working on the development, planning, implementation and/or monitoring and evaluation of WSPs.
- Previous work with WHO, other international organizations and/or major institutions in WASH and WSPs an asset.

3.3 Work to be performed

Please refer to the TOR in Annex A.
4. INSTRUCTIONS TO BIDDERS

Bidders should follow the instructions set forth below in the submission of their proposal to WHO.

4.1 Language of the Proposal and other Documents

The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged by the bidder and WHO shall be written in the English language.

4.2 Intention to Bid

No later than 18 October 2013, the bidder shall complete and return by email to WHO:

1. The enclosed RFP 2013/HSE/WSH/0001 Acknowledgement.doc form signed as confirmation of the bidder's intention to submit a bona fide proposal and designate its representative to whom communications may be directed, including any addenda; and
   - Email for submissions of acknowledgement: defrancej@who.int

4.3 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal, including but not limited to the possible cost of discussing the proposal with WHO, making a presentation, negotiating a contract and any related travel. WHO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

4.4 Contents of the Proposal

Proposals may offer the total requirement or only part thereof. The bidder shall indicate precisely which specific part of the requirement it intends to provide as instructed in 4.14 Proposal Structure.

The bidder is expected to follow the proposal structure described in paragraph 4.14 below and otherwise comply with all instructions, terms and specifications contained in, and submit all forms required pursuant to, this RFP. Failure to follow the aforesaid proposal structure, to comply with the aforesaid instructions, terms and specifications, and/or to submit the aforesaid forms will be at the bidder’s risk and may affect the evaluation of the proposal.

4.5 Communications during the RFP Period

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than 5 working days prior to the closing date for the submission of offers:

Email for submissions of all queries: defrancej@who.int
(use subject: WHP Bid Ref. 2013/HSE/WSH/0001)
The WSH Team at WHO will respond in writing (via email only) to any request for clarification of the RFP that it receives by the deadline indicated above. A consolidated document of WHO’s response to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP. Questions are to be submitted through use of the form “Questions from Bidders”.

From the date of issue of this RFP to the final selection, contact with WHO officials concerning the RFP process shall not be permitted, other than through the submission of queries, in accordance with the terms of this RFP.

### 4.6 Format and Signing of Proposals

The bidder shall submit four (4) hard copies each of the complete proposal by the closing date set forth in section 4.10 to the address included in section 4.7. Each complete proposal should include the following:

- Hard copy of proposal and supporting documents (marked clearly **Bid Ref 2013/HSE/WSH/0001**)
- Signed Acceptance Form RFP_2013/HSE/WSH/0001_Acceptance_Form.doc
- CD-ROM containing electronic copy of proposal and supporting documents

Please also note the following instructions for preparation of the Proposal:

1) The four (4) copies shall be labelled “Master Copy” and “Copy1”, “Copy2” and so on, as appropriate. The bidder must ensure that the content of all copies is identical. If at any time a difference is discovered between any copies of the proposal then the "Master Copy" will prevail as the official copy.

2) The four (4) hard copies shall be unbound, provided in binders from which pages may be removed easily. Dividers may be used to separate sections of the document, if needed.

3) All pages of the proposal shall be numbered in the format "Page X of Y".

4) All four (4) copies of the proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to represent the bidder, submit a proposal and bind the bidder to the terms of the RFP. A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the proposal.

5) The electronic copies of the proposal and supporting documents on the four (4) CD-ROMs should be in PDF, or MS Word compatible format. The Responses to the Requirements should be submitted according to the format outlined in 4.14 “Proposal Structure” Sealing and Marking of Proposals

Four (4) copies of the complete proposal must be sent by registered mail, via courier or hand delivered, in a **sealed** envelope or parcel to the following address:

Office L113  
Bid Ref: 2013/HSE/WSH/0001  
Attn: Ms Jennifer De France  
Water, Sanitation, Hygiene and Health  
World Health Organization  
20, Avenue Appia  
CH-1211 Geneva 27  
Switzerland
NOTE: If the envelopes are not sealed and marked as per the instructions in this clause, WHO will not assume any responsibility for the misplacement or premature opening of the proposal and may — at its discretion — reject the proposal. If the envelopes are delivered by hand, it shall be the bidder’s responsibility to ensure that they are dated and signed for receipt (with an indication of the time of receipt) by an employee of WHO upon their delivery.

4.8 Exclusion of Submission of Offers by E-mail

Only hard copies are acceptable as official bid entries. Under no circumstances shall offers be submitted to WHO by E-mail. Any and all bidders submitting an offer by such means shall be disqualified and their offer rejected.

4.9 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of 120 calendar days after the closing date. A proposal valid for a shorter period may be rejected by WHO. In exceptional circumstances, WHO may solicit the bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its proposal.

4.10 Closing Date for Submission of Proposals

Proposals must be received at WHO at the address specified in section 4.7 no later than 18 October 2013, 17:00 Geneva time.

WHO may, at its own discretion, extend this closing date for the submission of proposals by notifying all bidders thereof in writing. Any proposal received by WHO after the closing date for submission of proposals may be rejected.

4.11 Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the proposal’s submission and before the opening of the bids, provided that written notice via email of the withdrawal is received by WHO prior to the closing date.

The bidder’s withdrawal notice shall be addressed, sealed and marked in accordance with section 4.8 to be received before the closing date referred to in section 4.10. An advance copy of the withdrawal notice may also be sent by email but must be followed by a signed confirmation copy received by the closing date.

- Email for withdrawal of proposal: defrancej@who.int

No proposal may be modified after the closing date for submission of proposals, unless WHO has issued an amendment to the RFP allowing such modifications (see section 4.133).

No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal in accordance with section 4.10.
4.12 Receipt of Proposals from Non-invitees

WHO may, at its own discretion, if it considers this necessary and in the interest of the Organization, extend the RFP to bidders that were not included in the original invitation list.

4.13 Amendment of the RFP

WHO may, at any time before the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the RFP by written amendment. Amendments could, *inter alia*, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP and will, where applicable, be invited to amend their proposal accordingly.

4.14 Proposal Structure

The contents of the bidder's proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the information listed in section 4.14.2 below.

Any information which the bidder considers confidential, if any, should be clearly marked confidential.

4.14.1 Acceptance Form

The bidder's proposal must be accompanied by a transmittal letter signed by a duly authorized representative of the bidder and stating:

- That the bidder undertakes on its own behalf to perform the work in accordance with the terms of the RFP;
- The monthly rate, indicating the United Nations convertible currency used (preferably US Dollars);
- The number of days the proposal is valid (from the date of the form) in accordance with section 4.9.

4.14.2 Content of proposal

The proposal should include the following:

1 Bidders will be excluded if:
- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata; have been subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- it becomes apparent to WHO that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this RFP and/or as part of the bid evaluation process ; or
- they give rise to a conflict of interest.
• CV (including contact information, educational background, relevant experience geographical location, list of publications, and references)
• A cover letter outlining motivation for the application (specifying which section/tasks outlined in the RFP the application is targeting), as well as relevant background and experience in support of the application
• A recent writing sample on a relevant subject matter
5. OPENING AND EVALUATION OF PROPOSALS

5.1 Opening of Proposals

WHO will open the proposals in the presence of a Committee formed by WHO at the Headquarters office in Geneva, Switzerland on 21 October at 15:00 Geneva time. Each proposal will be opened during the session, each bidder will be announced and, in case of fixed-price offer, the total cost of each Financial Proposal will be read aloud.

5.2 Clarification of Proposals

WHO may, at its discretion, ask any bidder for clarification of any part of its proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

5.3 Preliminary Examination of Proposals

WHO will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order.

Please note that WHO is not bound to select any bidder and may reject all proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to WHO’s general principles, including economy and efficiency, WHO does not bind itself in any way to select the bidder offering the lowest price.

5.4 Evaluation of Proposals

A two-stage procedure will be utilized in evaluating the proposals, with technical evaluation of the proposal being completed prior to any focus on or comparison of price.

The technical and financial evaluations of proposals will be accomplished by a Selection Panel composed of three staff members from the WSH Unit. The Selection Panel will evaluate all proposals which have passed the Preliminary Examination of Proposals.

5.4.1 Technical Evaluation

The technical evaluation of the proposals will include:

- the extent to which WHO’s requirements and expectations have been satisfactorily addressed;
- the quality of the overall proposal;
- the qualifications and competence of the personnel proposed for the assignment;
The number of points which can be obtained for each evaluation criterion is specified below and indicates the relative significance or weight of the item in the overall evaluation process.

**Technical Scoring and Weighting System:**

Elements to be considered:

- Academic background: university degree in environmental science, environmental engineering, civil engineering, water supply, public health or an equivalent field (5 points)
- Project Management experience (15 points)
- Experience working in developing countries in the areas of water quality, water supply and treatment systems and WSPs (27 points)
- Experience working on the planning, development, implementation and monitoring and evaluation of WSPs (33 points)
- Previous work with WHO, other international organizations and/or major institutions in WASH and WSPs (10 points)
- Excellent oral and written communication skills, including clear presentation and report writing skills (10 points)

**5.4.2 Financial Evaluation**

**Financial Scoring and Weighting System:**
The pay rate will be subject to WHO rates for consultants, and consistent with UN pay-scales.

**5.5 Bidders' Presentations**

WHO may, during the evaluation period, at its discretion, invite selected bidders to supply additional information on the contents of their proposal (at such bidders' own cost). Such bidders will be asked to give a presentation of their proposal (possibly with an emphasis on a topic of WHO's choice) followed by a question and answer session. The presentation will be held at WHO Headquarters in Geneva, or by tele/videoconference.

NOTE: Other presentations and any other individual contact between WHO and bidders is expressly prohibited both before and after the closing date.

**6. AWARD OF CONTRACT**

**6.1 Award Criteria, Award of Contract**

WHO reserves the right to

a) Award the contract to a bidder of its choice, even if its bid is not the lowest;
b) Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
c) Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for WHO's action;
d) Award the contract on the basis of the Organization's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
e) Not award any contract at all.
WHO has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. WHO shall not in any way be obligated to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relative to the evaluation/selection process or to state the reasons for elimination to any bidder.

NOTE: WHO is acting in good faith by issuing this RFP. However, this document does not obligate WHO to contract for the performance of any work, nor for the supply of any products or services.

6.2 WHO’s Right to modify Scope or Requirements during the Evaluation/Selection Process

At any time during the evaluation/selection process, WHO reserves the right to modify the scope of the work, services and/or goods called for under this RFP. WHO shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

6.3 WHO’s Right to Extend/Revise Scope or Requirements at Time of Award

WHO reserves the right at the time of award of contract to extend, reduce or otherwise revise the scope of the work, services and/or goods called for under this RFP without any change in the base price or other terms and conditions offered by the selected bidder.

6.4 WHO’s Right to enter into Negotiations

WHO also reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP.

6.5 Signing of the Contract

Within 30 days of receipt of the contract, the successful bidder shall sign and date the contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.
7. GENERAL AND CONTRACTUAL CONDITIONS

The contract between WHO and the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the provisions as set forth in this section, and will otherwise *inter alia* address the following issues:

- responsibilities of the selected bidder(s) ("the Contractor(s)") and WHO;
- clear deliverables, timelines and acceptance procedures;
- payment terms tied to the satisfactory performance and completion of the work;
- notices.

The prices payable by WHO for the work to be performed under the Contract shall be fixed for the duration of the Contract and shall be in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice. The total amount payable by WHO under the Contract may be either a lump sum or a maximum amount. If the option for payment of a lump sum applies, that lump sum is payable in the manner provided, subject to satisfactory performance of the work. If the option for payment of a maximum amount applies:

- the Contract shall include a detailed budget;
- the Contractor shall be held to submit a financial statement together with each invoice;
- any advance payments by WHO shall be used by the Contractor exclusively for the work in accordance with the budget and any unspent balance shall be refunded to WHO;
- payment by WHO shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements; and
- all financial reports shall be subject to audit by or on behalf of WHO, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

Unless otherwise specified in the Contract, WHO shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and WHO shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in the Contract, from any other sources at any time.

7.1 Conditions of Contract

Any and all of the Contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

7.2 Responsibility

The Contractor will be responsible to ensure that the work performed under the Contract meets the agreed specifications and is completed within the time prescribed. The Contractor shall facilitate the operational audit related to the execution of the work and the compliance with the obligations set forth in the Contract, by persons so designated by WHO. In this regard, the Contractor shall make all relevant operational information, without restriction, available to persons so designated by WHO and provide satisfactory explanations to all queries arising in connection therewith.
7.3 Source of Instructions

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

7.4 Warranties

The Contractor warrants and represents to WHO as follows:

1) The deliverables shall meet the specifications called for in the Contract and shall be fully adequate to meet their intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free. The Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least one year after completion of the work. It is agreed, however, that errors and other defects which have been caused by modifications to the deliverables made by WHO without agreement of the Contractor are not covered by this paragraph.

2) The deliverables shall, to the extent they are not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of the Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables (including, but not limited to, licenses for WHO to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based so as to permit WHO to fully exercise its rights in the deliverables without any obligation on WHO's part to make any additional payments whatsoever to any party.

3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and shall be delivered to WHO free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever.

4) The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever.

5) Except as otherwise explicitly provided in the Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to WHO, to perform its obligations hereunder.

6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor’s employees, permitted subcontractors and suppliers.

Contractor furthermore warrants and represent that the information provided by it to WHO in response to the RFP and during the bid evaluation process is accurate and complete. Contractor understands that in the event Contractor has failed to disclose any relevant information which may have impacted WHO's decision to award the Contract to Contractor, or has provided false information, WHO will be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

7.5 Legal Status
The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis WHO, and nothing contained in or relating to the Contract shall be construed as establishing or creating an employer/employee relationship between WHO, on the one hand, and the Contractor or any person used by the Contractor in the performance of the work, on the other hand.

Thus the Contractor shall be solely responsible for the manner in which the work is carried out. WHO shall not be responsible for any loss, accident, damage or injury suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on WHO premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damage, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

7.6 Relation Between the Parties

Nothing in the Contract shall be deemed to constitute a partnership between the Parties or to constitute either Party as the agent of the other.

7.7 No Waiver

The waiver by either Party of any provision or breach of the Contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

7.8 Liability

The Contractor hereby indemnifies and holds WHO harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against WHO at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

7.9 Assignment

The Contractor shall not assign, transfer, pledge or make any other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of WHO.

7.10 Officials not to Benefit

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

7.11 Indemnification
The Contractor shall indemnify and hold WHO harmless, from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against WHO at any time and based on, or arising out of, the acts or omissions of the Contractor, or the Contractor’s employees, officers, agents, partners or sub-contractors, in the performance of the Contract. This provision shall extend, inter alia, to claims and liabilities in the nature of workmen’s compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants, partners or sub-contractors.

7.12 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 the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.13 Subcontracting

Any intention to subcontract aspects of the Contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime contractor. No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or formally agreed to by WHO at a later time. In any event, the total responsibility for the Contract remains with the Contractor.

The Contractor shall be responsible for ensuring that any and all subcontracts shall be fully consistent with the Contract, and shall not in any way prejudice the implementation of any of its provisions.

7.14 Place of Performance

The place of performance of the work under the Contract shall be the selected candidate’s own duty station.

7.15 Language

All communications relating to the Contract and/or the performance of the work thereunder shall be in English.

7.16 Confidentiality

1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and
execution of the Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.

2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of the Contract.

3) The Contractor may not communicate at any time to any other person, Government or authority external to WHO, any information known to it by reason of its association with WHO which has not been made public except with the authorization of WHO; nor shall the Contractor at any time use such information to private advantage.

7.17 Title Rights

1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred to in section 7.4.2 above, shall be exclusively vested in WHO.

2) WHO reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.

3) At WHO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist WHO in securing such rights in compliance with the requirements of applicable law.

7.18 Termination and Cancellation

WHO shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

1) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or

2) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time for fulfilment of such obligations, will not be respected.

In addition, WHO shall be entitled to terminate the Contract (or part thereof), in writing:

1. At will with the provision of thirty (30) days prior notice in writing; and

2. With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided above, the Contractor is:

   a. In breach of any of its material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from WHO; or

   b. Adjudicated bankrupt or formally seeks relief of its financial obligations.
7.19 Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by reasons outside such party's reasonable control it being agreed, however, that WHO shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 7.17 Title rights, deliver to WHO all work products and other materials so far produced.

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 WHO, 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 the Contract. The Contractor shall also notify WHO of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this section, WHO shall take such action as it, in its sole discretion, considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

7.20 Surviving Provisions

Those rights and obligations of the Parties as set forth in sections 7 and 8 that are intended by their nature to survive the expiration or earlier termination of the Contract shall survive indefinitely. This includes, but is expressly not limited to, any provisions relating to WHO's right to financial and operational audit, conditions of contract, warranties, legal status and relationship between the parties, breach, liability, indemnification, subcontracting, confidentiality, title rights, use of the WHO name and emblem, successors and assignees, insurance and liabilities to third parties, settlement of disputes, observance of laws, privileges and immunities, no terrorism or corruption, foreign nationals and compliance with WHO policies.

7.21 Use of WHO name and emblem

Without WHO's prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or its relationship with WHO. In no case shall the Contractor use the name or emblem of the World Health Organization, or any abbreviation thereof, in relation to its business or otherwise.

7.22 Successors and Assignees

The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior written approval of WHO.
7.23 Payment

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) in accordance with the payment schedule contained in the Contract, subject to satisfactory performance of the work. The price shall reflect any tax exemption to which WHO may be entitled by reason of the immunity it enjoys. WHO is, as a general rule, exempt from all direct taxes, custom duties and the like, and the Contractor will consult with WHO so as to avoid the imposition of such charges with respect to this contract and the goods supplied and/or services rendered hereunder. As regards excise duties and other taxes imposed on the sale of goods or services (e.g. VAT), the Contractor agrees to verify in consultation with WHO whether in the country where the VAT would be payable, WHO is exempt from such VAT at the source, or entitled to claim reimbursement thereof. If WHO is exempt from VAT, this shall be indicated on the invoice, whereas if WHO can claim reimbursement thereof, the Contractor agrees to list such charges on its invoices as a separate item and, to the extent required, cooperate with WHO to enable reimbursement thereof.

7.24 Title to Equipment

Title to any equipment and supplies that may be furnished by WHO shall remain with WHO and any such equipment shall be returned to WHO at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to WHO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate WHO for equipment determined to be damaged or degraded beyond normal wear and tear.

7.25 Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain:

(i) insurance against all risks in respect of its property and any equipment used for the execution of the Contract;

(ii) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract; and

(iii) 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 performance of the work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees, partners or sub-contractors performing work in connection with the Contract.

Except for the workmen's compensation insurance, the insurance policies under this section shall:

a) Name WHO as additional insured;

b) Include a waiver of subrogation to the insurance carrier of the Contractor's rights against WHO;

c) Provide that WHO shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

The Contractor shall, upon request, provide WHO with satisfactory evidence of the insurance required under this section.
7.26 Settlement of Disputes

Any dispute relating to the interpretation or application of the Contract shall, unless amicably resolved, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absences of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

7.27 Observance of Laws

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

7.28 Authority to Modify

No modification or change of the Contract, no waiver of any of its provisions or any additional contractual relationship of any kind shall be valid and enforceable unless signed by a duly authorized representative of both parties.

7.29 Privileges and Immunities

Nothing in or relating to the Contract shall:
- be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement; and/or
- be construed as submitting WHO to any national court jurisdiction.

7.30 No Terrorism or Corruption

The Contractor warrants that:

(i) it is not and will not be involved in, or associated with, any person or entity involved in terrorism, that it will not make any payment to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity; and

(ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices in connection with execution of the Contract.

The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to WHO without delay.
8. PERSONNEL

8.1 Approval of Contractor Personnel

WHO reserves the right to approve any employee, subcontractor or agent furnished by the Contractor and Contractor's consortium partners for the performance of the work under the Contract (hereinafter jointly referred to as "Contractor Personnel"). All Contractor Personnel must have appropriate qualifications, skills, and levels of experience and otherwise be adequately trained to perform the work. WHO reserves the right to undertake an interview process as part of the approval of Contractor Personnel.

The Contractor acknowledges that the qualifications, skills and experience of the Contractor Personnel proposed to be assigned to the project are material elements in WHO’s engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that Personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not, in principle, thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties. Circumstances may arise, however, which necessitate that Personnel be substituted in the course of the work, e.g. in the event of promotions, termination of employment, sickness, vacation or other similar circumstances, at which time a replacement with comparable qualifications, skills and experience may be assigned to the project, subject to approval of WHO.

WHO may refuse access to or require replacement of any Contractor Personnel if such individual renders, in the sole judgment of WHO, inadequate or unacceptable performance, or if for any other reason WHO finds that such individual does not meet his/her security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice from WHO. The replacement will have the required qualifications, skills and experience and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

8.2 Project Managers

Each party shall appoint a qualified project manager ("Project Manager") who shall serve as such party's primary liaison throughout the course of the project. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet on a monthly basis in order to review the status of the project and provide WHO with reports. Such reports shall include detailed time distribution information in the form requested by WHO and shall cover problems, meetings, progress and status against the implementation timetable.
8.3 Foreign Nationals

The Contractor shall verify that all Contractor Personnel is legally entitled to work in the country or countries where the work is to be carried out. WHO reserves the right to request the Contractor to provide WHO with adequate documentary evidence attesting this for each Contractor Personnel.

Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

8.4 Compliance with WHO’s Policies

The Contractor shall at all times comply with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents comply with any applicable laws and regulations and with all WHO policies and reasonable written directions and procedures relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its partners, subcontractors or any of their employees or agents, of any laws, regulations, WHO policies or other reasonable written directions and procedures, the Contractor shall immediately notify WHO of such violation or potential violation. WHO, in its sole discretion, shall determine the course of action to remedy such violation or prevent such potential violation, in addition to any other remedy available to WHO under the Contract or otherwise.

8.5 Ethical Behaviour

WHO, the Contractor and each of the Contractor’s partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Contractor shall also ensure that neither Contractor nor its partners, subcontractors, agents or employees will engage in activities involving child labour, trafficking in arms, promotion of tobacco or other unhealthy behaviour, or sexual exploitation.

8.6 Engagement of Third Parties and use of In-house Resources

The Contractor acknowledges that WHO may elect to engage third parties to participate in or oversee certain aspects of the project and that WHO may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any WHO in-house resources.
9. ANNEX A

Draft Consultant Contract: Terms of Reference

Section 1

Objectives

There are three key objectives for the consultant:

1. Advisor on key HQ activities: Support WHO Head Quarters (HQ) in implementation of the programme: "Water Safety Plans (WSPs) as normal practice: policy and institutional strengthening for WSP mainstreaming – Phase 3" (see Annex B for a summary of this programme), including assisting in carrying out specific global activities, and provide technical input to management reports.

2. Support the development of guidance and tools for countries to raise awareness of the OPEC Fund for International Development (OFID) project “Financing Improvements Identified through Water Safety Plans” in Lao PDR and Bhutan, participate in the project site selection process, advise on implementation of improvement works, participate in follow-up site visits, and prepare technical reports and case studies as required by OFID.

3. Provide technical input as requested by the WHO Western Pacific and South East Asia Regional Offices (WPRO and SEARO) (and other regions as required) for the development of Regional Centre(s) of Excellence and related training programmes and the strengthening of country-level development and implementation of WSPs.

The principal functions of the Consultant are:

- Provide technical input for preparation of project reports as per guidance of the Water Quality Team Leader in HQ, and the WPRO and SEARO Project Officers (and in other regions as required)
- Provide technical input to project reports for the OFID project in Lao PDR and Bhutan
- Provide technical contributions to the development of WSP tools and activities as part of the Phase 3 programme and beyond including but not limited to equity analysis; WSP Tool for Small Community Water Supplies; link to sanitation, hygiene and Household Water Treatment and Safe Storage; development of WSP auditing guidelines and WSP impact assessment.
- Provide advice to optimize linkages between country, regional and HQ activities under the Phase 3 programme
- Provide technical input to the development of HQ's work plans for Year 3 and Year 4 under the Phase 3 programme
• Advise on the development of Regional Centre(s) of Excellence and related training programmes as requested by WPRO and SEARO Project Officers (and in other regions as required)
• Contribute to country-level strengthening of WSP development and implementation in Lao PDR and Bhutan as part of the OFID supported project and as requested by WPRO and SEARO Project Officers (and in other regions as required)

Section 2

Technical guidance arrangements:
The selected candidate works under the guidance of the Water Quality Team Leader in HQ.

Education:
Essential: university degree in environmental science, environmental engineering, civil engineering, water supply, public health or an equivalent field.

Skills:
Ability to work as a team member, and sensitivity to working in a multi-cultural environment. Project management experience and a proven ability to work to deadlines and budgets, in collaboration with a diverse range of stakeholders. Knowledge of water quality issues (such as monitoring and surveillance, water treatment systems, water quality standards and surveillance practices). Awareness of linkages between water quality issues and public health challenges and initiatives. Excellent oral and written communication skills, including clear presentation and report writing skills. Ability to take initiative and work independently.

Experience:
Essential: At least 5 years of relevant professional work experience in either the public or private sector, including in developing countries, with relevant direct experience in the areas of water quality, and/or water supply and treatment systems as well as WSPs. Demonstrated experience working on the development, planning, implementation and/or monitoring and evaluation of WSPs.

Previous work with WHO, other international organizations and/or major institutions in water, sanitation and hygiene (WASH) and WSPs an asset.

Part 1: Summary
Water safety planning has been a key recommendation in the WHO Guidelines for Drinking-water Quality since its’ introduction in the 3rd edition in 2004 (and continues to be the recommended approach to drinking-water safety in the 4th edition of the Guidelines, which was launched in July 2011) and the AusAID/WHO Water Quality Partnership for Health has been instrumental in initiating capacity building in support of WSPs in the WHO South East Asia and Western Pacific Regions (SEAR and WPR). Phase 1 of the Partnership, from 2005 to 2009, conducted activities at global, regional, and country levels (Bangladesh, Bhutan, Cambodia, China, Lao PDR, Myanmar, Nepal, Viet Nam). This work led to all countries having gained practical WSP experience through pilots and training and most having developed or revised drinking-water quality-related sector policies in light of the project’s emphasis on preventive water safety, including the preparation of national strategies for scaling-up WSPs. Phase 2 of the Partnership continued this work in Bangladesh, Bhutan, Nepal, Lao PDR and Viet Nam (but included a progressive Philippines and reduced the focus on Cambodia, Myanmar and China); it focused on ways in which WSPs could be implemented at scale.

This partnership is now in its third phase with the emphasis on deepening and widening the development of WSPs such that they become standard practice for water supply across the current six countries and are introduced in six other countries in the two regions. The additional countries are Indonesia, Myanmar and Timor Leste in the SEAR and Cambodia, Mongolia and the Pacific Islands in the WPR. This phase of the programme started in mid 2012 and ends in 2016.

Proposal
Phase 3 will build on the achievements of Phases 1 and 2 by continuing to generate effective and sustainable WSPs by carrying out substantial increases in WSP implementation and processes to assess and improve WSPs

Country Activities
Twelve countries have been selected for Phase 3. The Phase 2 countries of Bangladesh, Bhutan, Lao PDR, Nepal, the Philippines and Viet Nam will aim to mainstream WSPs and ensure that the framework that supports them is sustained beyond the end of Phase 3. This means that the major activities of Phase 2 at country level (first, policy and institutional strengthening to support sustainable WSP delivery and second, WSP development and implementation for either urban or rural piped water supply schemes) will be supplemented by developing the regulatory framework as well as the appropriation of resources to support the monitoring and evaluation and improvement of WSPs into the long term. The focus will be on ensuring that the four key pillars of institutions - legal status, policy and regulatory context, financing mechanisms and technical and human resources – are in place for long-term WSP delivery.

Within each of the six Phase 2 countries, WSPs will be developed and implemented in both urban population centres and rural piped water supply systems. In Bangladesh, Nepal and Lao PDR, where over 120 million people get their water from point water sources, mass awareness campaigns will be enhanced and scaled up in addition to the work on piped water supply systems. The successful use of independent consultants to review progress, identify room for further improvements and act as a mentor for the proposed long-term assessing institution will be extended.
This activity would continue to feed into the development of QA Tools and accreditation/regulation activities at the global level.

The water suppliers with the best WSPs will be supported to act as exemplar model WSPs and provide practical evidence of the process and benefits of WSPs. Case studies will continue to be developed to illustrate more widely the benefits of WSPs. In the five new countries (Indonesia, Myanmar, Timor Leste, Cambodia and Mongolia) and the Pacific Island States the focus will be on institutional mapping, policy and institutional capacity building and piloting of WSPs in rural and urban locations. In several of the new countries, there are substantial WASH programmes being funded and implemented by national and international partners and it is expected that many of these will adopt WSPs with the objective to considerably increase the level of WSP implementation and national capacity.

**Global Activities**

The global regional activities for Phase 3 will maintain their normative nature and continue to support the implementation of WSPs that is taking place in all twelve countries and will help ensure the sustainability of the implemented WSPs and embed water safety planning approaches within the water supply and sanitation sector. The specific activities are:

- project oversight, coordination,
- development of capacity through training programmes for professionals involved in all aspects of large and small scale water supplies as well as strengthening of WSPs
- provision of adaptable tools to support WSP implementation and associated quality assurance;
- WSP advocacy through linkages with other utility management tools and WASH interventions at the global level; and
- Monitoring and evaluation, impact assessment and equity analysis

**Part 2: Description of HQ led Phase 3 tools and activities**

As described in the ToR, the Consultant will support development of the following tools and activities as part of the Phase 3 programme: equity analysis; WSP Tool for Small Community Water Supplies; link to sanitation, hygiene and Household Water Treatment and Safe Storage; development of WSP auditing guidelines and WSP impact assessment

**Equity Analysis**

In Phase 3, WHO commissioned an equity study to look specifically at the poverty and gender impacts of WSPs and at how WSPs may better address these issues. This study assesses and strengthens practice, outcomes, impacts and monitoring of WSPs in relation to gender and equity. A key element of this initiative is the role of women and disadvantaged groups in decision-making processes related to WSPs in urban and rural communities. It further analyses gender dimensions and the voice of vulnerable groups at policy, institutional, implementation and monitoring stages. Data collection is facilitated by an indicator framework with a focus on different stakeholder groups, as well as interviews and focus groups that will contribute to three country reports. The data collection methods are being piloted in three countries (Philippines, Bangladesh and Nepal), which will help further refine the indicator framework. The three country reports will lead to a final report with overall findings, and guidance material with recommendations.

**WSP Tool for Small Community Water Supplies (SCWS)**

This tool will assist small communities identify conditions that currently exist or could occur that may compromise the operation of the drinking water supply system and drinking water safety within the WSP framework. It will complement the SCWS WSP Manual by specifically providing further
support in key steps in water safety planning. A draft electronic tool has been developed and needs to be piloted before finalization. Consideration also needs to be given to development of paper based tools, field guides and training materials.

**Link to sanitation, hygiene and household water treatment and safe storage**
Countries like the Philippines have interest in linking current activities in Household Water Treatment and Safe Storage (HWTS) with that of WSPs. Accordingly, specific technical advice may be provided to countries as required. Within the overall Phase 3 programme, HWTS will be promoted to vulnerable populations where the WSP identified that HWTS may effectively and immediately address identified risks (e.g. communities that have to transport water long distances, where distribution integrity is compromised, etc.) The application of WSPs with linkage to HWTS will be documented.

The concept of sanitation safety plans should be further explored. Countries in WHO’s SEA and WP regions, as well as in other regions, have expressed interest in this concept. As a starting point, the work will focus on wastewater safety plans based on draft guidance developed by WHO, where the concept could be piloted in areas where water suppliers are abstracting raw water that is heavily impacted by treated sewage.

**WSP auditing guidelines**
There is great interest from both water suppliers and governments on pursuing auditing and of WSPs in Phase 3. To avoid duplication of efforts and to ensure some consistency in country approaches, this initiative is being started at a global level. Specifically, a guidance document is being developed on how countries can set up an audit scheme for WSPs incorporating the following elements:
- review of existing audit/accreditation programmes (ISO, HACCP, Blue Drop Certification in South Africa and WSP audit schemes in Australia, UK, Singapore, New Zealand, etc.);
- regulatory aspects for WSP audits, recommendations on approaches and methods to auditing, qualification of training of auditors, etc.

**Impact assessment**
There is a need to systematically identify and collate resulting impacts from WSP implementation. However, it is recognized that there are many challenges in designing such studies such as length of time of these studies, costs and ability to detect causality. Furthermore, there are several issues around the WSP approach itself which complicates development of such studies, such as replicability since every WSP should be unique with site-specific risk management. Therefore, as a first step, it is proposed that WHO develops guidelines for designing WSP health impact assessments. Additionally, support can be provided in systematically documenting other WSP benefits, such as improvements in water quality, service efficiency, operation and maintenance, cost effectiveness, management capacity and stakeholder participation based on key indicators that are being developed.