

**UNICEF Pacific**

**TERMS OF REFERENCE CONSULTANT**

*Supply and Logistics Consultant*

**Requesting Section: Operations**

**Date/Updated date: 24/08/2017**

**Programme Area and Specific Project involved: Emergency Preparation Output:**

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**Background:**

The growing number of affected people in need of humanitarian assistance every year and the need to provide life-saving assistance more quickly and cost-effectively have spurred UNICEF to give emphasis on emergency response preparedness. UNICEF recently issued a Guidance Note and the associated Procedure on Preparedness for Emergency Response. The guidance describes the preparedness planning process and actions all UNICEF offices should undertake, starting from a ten-point checklist of Minimum Preparedness Actions and Standards (MPAs/MPS). One of these MPA is- #8 enhance UNICEF ability to quickly deliver supplies.

Supply and logistics are particularly challenging to UNICEF Pacific as it covers 14 countries consisting of small islands and atolls spread out in a vast area with small markets and limited capacities. UNICEF Pacific maintains pre-positioned supplies in four countries where it has offices, namely Suva in Fiji, Honiara in Solomon Islands, Port-Vila in Vanuatu and Tarawa in Kiribati. It also relies on the local markets as well as other country offices, e.g. the Philippines and China and the Supply Division in Copenhagen for its emergency supplies.

**Purpose of Assignment:**

The purpose of the consultancy is to provide technical assistance in further strengthening the supply and logistics preparedness capacity of UNICEF Pacific Multi-Country Office.

**Scope of Work/ Work Assignments:**

Under the direct supervision of the Chief of Operations and in coordination with the UNICEF Pacific MCO Supply and Logistics and Emergency Teams, the consultant has the following tasks that cover 6 countries- Fiji, Solomon Islands, Vanuatu, Kiribati, Samoa and Tonga:

* Create a directory of logistics contractors/service providers and suppliers for (in addition to already existing)
  + Air, ship, land transport (in-country, including outer islands, and between these 6 countries)
  + Custom brokerage
  + Warehouse/storage
  + Essential commodities, e.g. soap, bucket/water containers, etc. (list to be finalised)
* Establish an arrangement, if possible initiate Long-Term Agreements (LTAs,) with these contractors, services providers and suppliers.
* Document custom requirements and procedures in all 6 countries.
* Create a list that can be periodically updated on shipping schedules, in-country and between the 6 countries.
* With guidance from SD, explore IFRC or any other entity as a potential regional supplier for key emergency NFIs
* Coordinates with logistics cluster as might be required.
* In case of emergency, can be deployed to affected area to help out in logistics coordination.
* Establish SOPs for warehouse management in all the locations where UNICEF has warehousing facilities.
* Propose a strategy for warehouse management for UNICEF in the region
* Establish SLAs for distribution of supplies both for emergency and normal programme.
* Support effective implementation of the Emergency Supply and Logistics Strategy
* Explore the capacity of Government warehouse for prepositioning supplies
* Any other assignment as might be required by the supervisor.

**Work Schedule/ Work Plan:** *(please indicate start and end date of consultancy with duration e.g. no of working days)*

The consultancy period is as follows:

Start date: 01 October 2017

End date: 31 March 2018.

**Deliverables/End Products – *(****please indicate due dates for each deliverable report – this must be tagged to the payment schedule above****)***

A monthly report is to be produced by the Consultant highlighting the deliverables achieved. Given the nature of the consultancy work priority should be given to emergency response in any such event.

Deliverable 1 (Month 1):

* A directory of logistics contractors/service providers and suppliers for (in addition to already existing)
  + Air, ship, land transport (in-country, including outer islands, and between these 6 countries)
  + Custom brokerage
  + Warehouse/storage
  + Essential commodities, e.g. soap, bucket/water containers, etc. (list to be finalised)
* Long-Term Agreements (LTAs,) with these contractors, services providers and suppliers.

Deliverable 2 (Month 2)

* A document listing all custom requirements and procedures in all 6 countries.
* A list that can be periodically updated on shipping schedules, in-country and between the 6 countries.

Deliverable 3 (Month 3)

* Analysis on potential regional suppliers for key emergency NFIs
* Coordinates with logistics cluster as might be required.

Deliverable 4 (Month 4)

* SOPs for warehouse management in all the locations where UNICEF has warehousing facilities.
* Strategic paper on warehouse management for the region in line with the Emergency Supply and Logistics Strategy

Deliverable 5 (Month 5)

* SLAs for distribution of supplies both for emergency and normal programme
* Report on training of staff in all the countries covered

Deliverable 6 (Month 6)

* Report on effective implementation of the Emergency Supply and Logistics Strategy including analysis, proposals for the future

**The monthly report should not be limited to the above deliverables but also include other tasks as assigned by the Supervisor.**

***All products should be in electronic and hard copy submission*.**

**Payment Schedule – (***please indicate % and due dates of each payment***)**

Deliverable 1: End of October 2017

Deliverable 2: End of November 2017

Deliverable 3: End of December 2017

Deliverable 4: End of January 2018

Deliverable 5: End of February 2018

Deliverable 6: End of March 2018

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

The Consultant will work directly under the supervision of the Chief of Operations. This includes technical supervision, management of the contract as well as quality assurance.

**Consultants Travel:**

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

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

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

The individual will be based in the UNICEF office Suva, Fiji.

In-country travel will be arranged by UNICEF, by facilitating the logistics arrangements for the field visits.

The consultant is expected to travel to Solomon Is., Kiribati, Vanuatu and Samoa.

**Consultant’s Work Place:**

The individual will be based in the UNICEF office Suva, Fiji.

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

Qualifications

* Advanced university degree from a recognized academic institution in one or more of the following areas is preferred: Supply Chain Management, Business Administration, Management, International Economics, Engineering, International Development, Contract/Commercial Law, or areas directly related to logistics operations or UNICEF programme areas. First University degree combined with demonstrated professional work experience and understanding of relevant functions may be considered in lieu of advanced university degree, preferably combined with credited courses or certifications from relevant professional bodies in supply chain management, procurement, contracting or logistics.

Experience

* Minimum of 5 years of progressively responsible professional work experience at the national and international levels in logistics management. Experience with humanitarian sector and emergencies is required.

Languages

English

Competencies

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

**1. Legal Status**

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

**2. Obligations**

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

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

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

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

**3. Title rights**

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

**4. Travel**

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

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

**5. Statement of good health**

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

**6. Insurance**

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

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

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

**8. Arbitration**

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

**9. Penalties for Underperformance**

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

**10. Termination of Contract**

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

**11. Taxation**

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

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