

UNICEF Pacific
TERMS OF REFERENCE CONSULTANT
(BOS Consultant)

Country: Pacific Multi-Country Office

Duty Station: Suva, Fiji

Description of the Assignment: Business Operations Strategy (BOS) Consultant - technical support to BOS formulation

Name of Project: UNCT Cost Share - OMT Business Operations Harmonization

Period of Assignment: Not more than 30 days,

Contract Type: SSA

Background:

Under the overall leadership and guidance of the United Nations Country Team (UNCT), the Operations Management Team (OMT) endeavors to facilitate the implementation of United Nations Pacific Strategy (UNPS) by harmonizing operational practices of UN bodies, agencies, funds and programmes for the Pacific Multi Country Office. Within this context, the UNCT has decided to adopt and implement UN Development Group's (UNDG) results-based framework to plan, monitor, implement and evaluate operational activities, namely the Business Operations Strategy (BOS).

The BOS will outline main areas of inter-agency harmonization and operations activities planned to support the United Nations Pacific Strategy implementation cycle (2018-2022).

Scope of Work/ Work Assignments:

The key deliverable for this consultancy is to develop, within the available framework, a finished product of the Business Operations Strategy (BOS) for Pacific Multi-Country Office to cover the period that will coincide with UNPS cycle. This should be done in close collaboration with Pacific MCO (Fiji) OMT and its technical working groups (Procurement, HR, ICT, Finance), as well as other thematic groups of the UN including the Programme Management Team. The strategic stages within the formulation process include:

- finalization of Baseline Analysis: collection, overview and analysis of operational data to determine current status);
- conduction of client satisfaction surveys to establish baseline indicators;
- determining new needs and requirements (review of the UNPS results framework to determine new needs and advice on system requirements to address those new needs);
- conduct of cost-benefits analysis and strategic prioritization (rationalizing and ranking in terms of the most beneficiary and cost-saving activities);
- finalization of the results and M&E matrices as well as related budgeting)
- Finalizing the BOS document by compiling all relevant collected data and drafting the narrative.

Within this framework, the proposed pillars of the BOS under which the analysis shall be done include Procurement, Human Resources, Common Services, ICT and Finance respectively based on the work of the OMT Working Groups and the current country context.

Work Schedule/ Work Plan: The consultancy period is as follows:

Start date 01 August 2018 and end date 30 September 2018

Deliverables/End Products

DUTIES & RESPONSIBILITIES

The detailed duties and responsibilities of the Consultant are as follows:

The Consultant will be primarily responsible for taking the lead in all technical, (meeting/discussion) facilitation, administrative support required by the OMT for the development of the operations feasibility/prioritization report and facilitation toward the development of the BOS, taking into consideration that data would have already been collected by the OMT:

a. Operational Data Collection/Analysis:

1. Development of required data collection templates
2. Actual collection of operational data in collaboration with OMT
3. Data Rationalization and Analysis

b. Operational Analysis:

1. **Baseline:**
 - Current Service Offering (both agencies specific and common service mapping)
2. **Needs/Requirements**
 - Programme related Needs (deducted from the UNPS)
 - Other, non-programme related needs (field operations, etc.)
3. **Cost-Benefit Analysis and Prioritization:**
 - Identifying, ranking and sequencing of common services by contextual relevance, cost, UNCT capacity, mandate, etc.
 - Develop Common Service Priority Ranking (Baseline Report) with clear baselines indicators at the pillar and outcome levels

c. Strategic Process

1. **Developing the BOS Results Matrix:**
 - Formulate suitable outcomes based on proposals from the OMT;
 - Review and finalize outputs per outcome
 - Identify and set baselines, targets and Key Performance Indicators (KPIs) for 2018 onwards at outcome level with required resources (budget)
 - Include indicative resource requirements at the outcome level
 - Set lead agencies at the output and activities level
2. **Developing the Monitoring and Evaluation Framework**
 - Finalize clear M&E matrix as per UNDG BOS M&E guidelines and OMT establishment priorities.
 - Develop required reporting and tracking tools with a clear link to current electronic Management Information System (eMIS)
 - Develop M&E management arrangements and frequencies
3. **Developing the Annual Work Plan: 2018/9**
 - In cooperation with OMT Chair and based on the available information, formulate activities with related costs per output for 2018/9 as per UNDG template

d. Develop BOS Narrative/Submission

- Develop the various narrative sections of the BoS in close cooperation with OMT/BOS Technical Team and UN RC Office.
- The Consultant will edit the final draft version of the document and present to the OMT for their feedback.
- The Consultant, with OMT Chairperson and RCO, will facilitate the presentation of draft BOS to the UNCT for review (VCT, Skype Session) and incorporate inputs toward the development of the final draft.
- This consultancy contract will end after the UNCT approves the final version of the BOS.

All products should be in electronic submission.

Payment Schedule

#	Deliverable	Payment Terms
1	Operational Data Collection and Analysis (Offsite, estimated maximum of 7 working days)	30%
2	Operational Analysis (Baseline, Needs & Requirements, Cost-Benefit Analysis & Strategic Prioritization) (Offsite, estimated maximum of 7 working days)	
3	Strategic Process (Formulation of Results Matrix, M&E Framework & AWP 2017) (Onsite, estimated 5-7 working days)	30%
4	Develop BOS Narrative/Submission of Final UNCT Approved BOS (Offsite-estimated maximum of 10 working days)	40%

Supervisor Name and Type of Supervision that will be provided:

The Consultant will work directly under the supervision of the Chair of the Operations Management Team (OMT). This includes technical supervision, management of the contract as well as quality assurance.

Consultant's Work Place:

The consultancy work is to be effected by the consultant based in her/his home country and one travel is expected to Fiji for a period of 05 days.

INSTITUTIONAL ARRANGEMENTS

The contractor/consultant will be supervised by the OMT Chair through the BOS Technical Team. He/she will report to the OMT Chair who is responsible to approve and accept outputs and performance on behalf of the OMT with support of the BOS Technical Team. During the contract period, the contractor is expected to interact with the OMT various working groups, the PMT and specific UN agencies where necessary.

Qualifications

Interested candidates must have the following competencies, qualifications, required skills and experience:

Advanced degree (Masters) in operations, finance, auditing, logistics, procurement, management, statistics or development related field preferably with specific focus on international development and humanitarian operations.

Experience

Minimum of 5 years of experience with procurement, logistics or operations having quantitative analysis background and having UN experience.

Professional training in, and experience with statistical/operational analyses, and inter-agency procurement activities involving multiple UN agencies.

Experience developing the UN BOS for other UN Offices.

Languages: English

Competencies:

Professional Competencies:

- **Professionalism:** Knowledge and understanding of UN's operational context in the Pacific, particularly in the fields of common services and the Business Operations Strategy. Ability to identify key procedures and issues, conduct data collection, operational analyses and discussions with decision-makers to propose solutions to these issues. Ability to apply sound judgment in the context of assignments given, and work under pressure. Shows persistence and remains calm in stressful situations. Shows pride in work and achievements, demonstrates professional competence and mastery of the subject matter. Responds positively to feedback and different points of view. Conscientious and efficient in meeting commitments, observing deadlines and achieving results.
- **Planning and Organizing:** Develops clear goals that are consistent with the terms defined here. Identifies priority activities and assignments, and adjusts them as required. Allocates appropriate time and resources for completing work by foreseeing risks and developing contingency plans accordingly. Monitors and adjusts plans as necessary, and uses time effectively.
- **Accountability:** Takes ownership of responsibilities and honors commitments. Delivers assigned tasks within prescribed time, cost and quality standards. Operates in compliance with organizational regulations and rules. Takes personal responsibility for his/her shortcomings.

Functional Competencies:

- Expertise in operational support activities required to ensure high-quality and cost-effective delivery of UN's development and humanitarian assistance.
- Experience with holding operational analyses to identify benchmarks on quality and efficiency for inter-agency operations activities, and monitor and implement these activities accordingly.
- Knowledge of UN's legal and market context in the Pacific, particularly to facilitate UN's inter-agency harmonization, operational support and procurement activities.

DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS

Applicants shall submit the following documents:

Required

Personal CV, P-11, including information about experience in working for other UN Offices with the same implementation/ assignments and contact details for referees

Financial proposal

An outline of how the BOS consultancy will be undertaken with a clear implementation schedule

FINANCIAL PROPOSAL

1 Lump sum contract

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days).

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 UNICEF relating to fraud and corruption; information disclosure; use of electronic communication assets; harassment, sexual harassment and abuse of authority; and the requirements set forth in the Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse.

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

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:

(a) 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.

(b) 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 contract, 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

- (a) Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.
- (b) 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 contract, including each installment or periodic payment (if any), is subject to the Contractor's full and complete performance of his or her obligations under this contract with regard to such payment to UNICEF's satisfaction, and UNICEF's certification to that effect.

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.