**Consultancy Opportunity**

**Ombudsperson**

**(031-2024-GAVI-RFQ)**

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| **Opening Date:**  28 May 2024 | **Closing Date:**  10 June 2024 |
| All responses by email to: [procurement@gavi.org](file:///C:/Users/mwattinger/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/ILKZ9D01/procurement@gavi.org)  *(submissions are due before midnight Geneva Time on the Closing Date)* | |

1. **Background and Introduction**

Gavi Alliance’s (“**Gavi**”) mission is to save children’s lives and protect people’s health by increasing access to immunisation in poor countries.

Gavi is a unique organisation that aligns public and private resources in a global effort to create greater access to the benefits of immunisation. It does this with precision and in creative, innovative ways to ensure that donor contributions efficiently save lives and help build self-sufficiency in the world’s poorest communities and regions.

For more information, please visit the Gavi website: <http://www.gavi.org/about/mission>

In order to complement the suite of measures available at Gavi to assist Covered Individuals (as defined in Article 2.1 below) and the organisation in facilitating the informal resolution of workplace concerns and contributing to a healthy and productive work environment, Gavi has decided to engage an Ombudsperson on a part-time basis (50%) under the following terms.

1. **Scope**

2.1 The Ombudsperson’s services are available to all staff members, individual consultants and interns (“Covered Individuals”) at Gavi. All interactions with the Ombudsperson shall be voluntary.

2.2 The Ombudsperson’s services are designed to complement all other means within Gavi that help to create a healthy and productive work environment and that assist in informal conflict resolution. The Ombudsperson guides individuals to deal directly with the relevant parties.

2.3 The Ombudsperson shall have authority to consider any work-related conflicts or issues. The term “conflict” is to be construed in its broadest sense.

2.4 The Ombudsperson shall operate in accordance with these Terms of Reference, within existing Regulations and Procedures, Rules and provisions of Gavi as well as the Standards of Practice and the Code of Ethics of the International Ombudsperson Association.

1. **Mandate:**

3.1 The mandate of the Ombudsperson is twofold in nature. First, the Ombudsperson is to provide an informal, independent, impartial/neutral and confidential process through which to seek assistance for any work-related issues or concerns, including by redirecting Covered Individuals (as defined in Article 2.1 below) to relevant alternative mechanisms. Secondly, the Ombudsperson may make recommendations to Senior Leadership Team, where appropriate, for changes in Gavi policies and procedures and to promote discussion on institution-wide concerns.

3.2 Depending on the nature of the conflict, an Ombudsperson can, for instance: (a) help to explore options for action; (b) offer information about policies, procedures, and practices applicable at Gavi; (c) refer employees to the appropriate offices, persons, or conflict resolution procedures within Gavi; (d) provide coaching; (e) and act as mediator between parties.

3.3 In case recourse to the Ombudsperson is related to an administrative measure, implementation of the measure shall not be delayed or suspended.

**4. Main Duties & Responsibilities:**

4.1 Ensure that all Covered Individuals are informed of the manner by which they can bring matters of concern to the Ombudsperson.

4.2 Listen to Gavi Covered Individuals who have problems or concerns relating to their work colleagues, and/or work environment and provide guidance, information and/or referral as appropriate, while encouraging them to first try to resolve the issues with their colleagues, relevant parties or managers concerned, including reaching out to their Line Managers or the Human Resources Department, as appropriate.

4.3 Subject to any mediation policies of framework as may be applicable at Gavi, conduct informal conflict resolution through whatever means he or she deems appropriate acting as an intermediary, identifying and reframing issues, helping develop and evaluate a range of responsible options.

4.4 Remain impartial and shall have no personal interest or stake in the outcome of an issue. The Ombudsperson shall advocate for fair and equitable processes and outcomes.

4.5 Keep up to date with latest best practices within the Ombudsperson profession and network, and ensure regular evaluation of the Ombudsperson services within Gavi through the use of surveys and any other appropriate means. Additionally, the Ombudsperson shall, as appropriate, keep abreast of professional development trainings through their membership with International Ombudsperson Association.

1. **Location and FTE**

* Full Time Equivalence: 50%
* Location: Switzerland (availability to work from the Global Health Campus at least 2 days a week)

1. **Experience, Qualifications, Competencies and Conditions of Work:**

**Experience**

* Previous track record in an Ombudsperson role, preferably for a period of at least 10 years, including in the private sector.
* Solid workplace mediation experience.
* Counselling experience is an asset.

**Qualifications**

* Certified mediator with solid counselling background.
* Certified Organizational Ombuds Practitioners® (CO-OP®), or equivalent recognized certification.

**Competencies**

* Excellent interpersonal skills including active listening and ability to communicate successfully with a diverse range of people.
* **Skilled at mediating and facilitating informal resolution of issues or concerns in a multi-disciplined and culturally diverse environment.**
* Ability to remain impartial/neutral at all times, even under pressure.
* Courage to speak up and address problems at higher levels within an organisation.
* **Excellent problem solving, analytical and conflict resolution skills**.
* **Strong reputation for integrity and confidentiality**.
* Ability to quickly build rapport and trust across all levels of the organisation.
* Ability to work effectively in changing environments.
* **Ability to investigate and analyse sensitive situations with high integrity and objectivity**.
* Sound judgement with rigorous analysis.
* Ability to work in a deadline-driven, results-based environment.
* Commitment to high-quality service and delivery to service expectations.
* **Excellent written and verbal communication skills with fluency in English and preferably in French**.
* Strong presentation skills at all levels both formal and informal.
* Role model the values of the organisations at all times.

**Operating Principles**

* Independence – The Ombudsperson shall act at all times as an independent party.
* Neutrality and Impartiality – The Ombudsperson is at all times neutral, impartial, and unaligned. He or she They shall not advocate for any individual or the organisation and shall not serve in any other position, either within or outside, of Gavi that could compromise his or her neutrality.
* Confidentiality - The Ombudsperson, as a designated neutral person, shall maintain confidentiality concerning matters that are brought to his or her attention unless given permission to do otherwise. The only exception, at the sole discretion of the Ombudsperson, is when there appears to be imminent threat of serious harm.
* Informality – The Ombudsperson is an informal and off the record resource and does not make binding decisions, mandate policies, or formally adjudicate issues. He/she They supplement, but do not replace, formal dispute resolution mechanisms. Recourse to the services of the Ombudsperson is voluntary. The Ombudsperson cannot make or set aside managerial decisions or mandate policies and does not determine rights or participate in any formal adjudicative or investigative procedure. However, the Ombudsperson cannot mediate when or if one or several individuals implicated in a dispute has decided to launch a formal complaint or report of misconduct.
* Discretion - The Ombudsperson shall not take any action without the permission of the Covered Individual seeking his assistance. If requested to act, the Ombudsperson shall exercise sole discretion over whether or how to act and may keep the Covered Individual appropriately informed. The Ombudsperson may, at his/her their discretion, decline to consider conflicts or issues for any reason considered appropriate by the Ombudsperson. The Ombudsperson may also initiate action on a concern through his or her their own direct observation.
* No Retaliation – Covered Individuals who engage the services of the Ombudsperson will be protected from retaliation. Examples of retaliation include negative actions such as, but not limited to, unwarranted poor performance evaluations, changes in job duties or other negative decisions affecting the individual’s terms and conditions of work.
* Any Covered Individual who retaliates against someone who has engaged with the Ombudsperson in good faith will be subject to disciplinary or other relevant action, including in accordance with the relevant disciplinary procedures applicable at Gavi.

1. **Appointments**

6.1 The Ombudsperson will be a contractor to Gavi and will be subject to the conditions applicable to contractors of the organisation.

6.2 The Ombudsperson shall serve on a part-time basis (50%) and shall not be eligible for any other appointment within Gavi for a minimum period of 2 years after the termination of their contract.

6.3 The term of the Ombudsperson is two years, renewable twice at the discretion of Gavi and for a maximum of six years.

1. **Reporting and Assessment**

7.1 The Ombudsperson reports administratively directly to the Chief Ethics, Risk and Compliance

7.2 The Ombudsperson will provide feedback to Gavi in order to identify trends and issues related to work-related issues, including potential future issues. Feedback will be communicated in accordance with the arrangements set out in the relevant side-letters with Gavi. In so doing, the Ombudsperson shall respect confidentiality and anonymity.

7.3 Gavi recognizes the importance of the Ombudsperson remaining independent, but they also value regular performance evaluation. To that end, and to the extent the term of the Ombudsperson is extended as envisaged in article 6.3 thereof, every two years a performance review of the Ombudsperson shall be conducted in the form of an anonymous survey, implemented by the Ethics, Compliance and Risk Department.

8. **Access to Records**

8.1 Subject to the organisations’ policies on the protection of personal data and any other policy related to the disclosure or use of confidential information, the Ombudsperson shall have access to information and records concerning Covered Individuals. Exceptions to this could include medical information, records related to internal investigations, legal advice provided – both internal and external, and any disclosure of such information will be made on a case by case basis and if required only with the express consent of the Covered Individual.

9. **Formal Dispute Resolution Mechanisms**

9.1 Use of the services of the Ombudsperson in any form shall in no way limit the ability of employees of Gavi to seek recourse under the grievance and dispute resolution procedures of the relevant organisation, to report instances of misconduct or of other Covered Individuals to exercise the dispute resolution mechanism contained in their contract.

9.2 The Ombudsperson shall not participate in any formal dispute resolution procedures either by representing a party or acting as a witness. Any written or oral statements attributed to the Ombudsperson cannot be produced as evidence in any formal dispute resolution proceedings.

9.3 In the interest of arriving at a solution, the Ombudsperson may upon request of the Covered Individuals continue to intervene in a case after a formal procedure has been initiated, subject to the suspension of that procedure.

***We are committed to fostering a just, equitable and diverse culture free from racism and discrimination in which all staff, partners and stakeholders feel empowered, safe and heard.***

Please note that as a vaccine organisation and in order to provide duty of care towards its employees, consultants, and individual contractors working on site, Gavi is requiring all of them to confirm that they are fully vaccinated[[1]](#footnote-2) against Covid-19 as a condition for engagement with us.

If you wish to apply, please visit our Careers webpage and apply by sending your application to [procurement@gavi.org](mailto:procurement@gavi.org) with the title **031-2024-GAVI-RFQ** - "**Ombudsperson** " before the closing date of **10th June 2024**.

**ANNEX ONE**

**SUBMISSION FORM**

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| **Consultancy Opportunity for the services of Ombudsperson**  **Gavi reference 031-2024-GAVI-RFQ**  **IF ANY OF THE INFORMATION PROVIDED BELOW IS CONFIDENTIAL, PLEASE STATE SO IN THE RESPONSE.** | |
| Applicant name: |  |
| Address of residence: |  |
| Business type: | ☐Non-profit ☐ For-profit  ☐Individual ☐Other: |
| Daily rate (currency & amount): |  |
| Resume (attach CV) or description of past services, similar to this position: | Attach |
| Short letter outlining motivation and relevance of experience to date: | Attach |
| Valid passport and work permit (\*) | ☐ Yes No |
| This information certified by: |  |
| Application Source | ☐ Gavi website Devex  ☐ Linkedin Other |
| Date: |  |
| Signature: |  |

\* Applicants must hold a valid working permit for the Country where they are based. Please note if applicant is selected, a copy of their passport, will be required. In the event that the work location is Switzerland, Gavi may at its discretion assist the Consultant in obtaining a Work Permit in Switzerland for the duration of the contract.

Please do not submit generic marketing materials, broadly descriptive attachments, or other general literature.

**ANNEX TWO**

## CONSULTANCY OPPORTUNITY RULES

Gavi invites you to submit a competitive bid by responding to this “Consultancy Opportunity”, based on the below outlined rules:

1. This entire Consultancy Opportunity and all related discussions, meetings, exchanges of information, and subsequent negotiations that may occur are confidential.
2. The issuance of this Consultancy Opportunity in no way commits Gavi to make an award. Gavi is under no obligation to justify the reasons for its supplier(s) choices as a result of this Consultancy Opportunity. Gavi may choose not to justify its business rewarding decision to the participants to this tender.
3. Gavi reserves the right to:

* reject any proposal without obligation or liability to the potential bidder;
* withdraw this Consultancy Opportunity at any time before or after submission of bids, without prior notice, explanation or reason;
* accept other than the lowest price offer;
* award a contract on the basis of initial offers received, without discussions or requests for best and final offers;
* decide not to award any contract to any bidder responding to this Consultancy Opportunity,

1. You agree that your bid is valid for no less than sixty (60) days from the quotation due date.
2. Faxed copies will not be accepted. Late quotations are subject to rejection.
3. Gavi reserves the right to request additional data, information, discussions or presentations to support part of, or your entire bid proposal. Bidders or their representatives must be available to discuss the details of their proposal during the evaluation process.
4. All responses should be submitted in electronic format.
5. The proposed timeline set out above indicates the process Gavi intends to follow. Gavi reserves the right to make changes to this timeline.
6. If the applicant is a US Citizen or resident (Green Card holder) or a non-US person living or working in the US, Applicants should be aware of OFAC regulations.
7. As a vaccine organisation and in order to provide duty of care towards its employees, consultants, and individual contractors working on site, Gavi requires all its Employees and Contractors to confirm their full vaccination status against Covid-19 as a condition for contracting, specifically fully vaccinated means one of the following:

* Confirmation of receipt of one dose of the Covid-19 vaccination listed in WHO’s Emergency Use Listing and being scheduled to receive a second dose in the near future or confirmation that one has previously had Covid-19 thereby being exempted from a second dose of the vaccine.
* Confirmation of receipt of two doses of a Covid-19 vaccine.
* Confirmation of receipt of received one dose of the J&J Covid-19 vaccine.

1. Fully vaccinated means one of the following categories:

   * You have received one dose of the Covid-19 vaccination listed in [WHO’s Emergency Use Listing](https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fextranet.who.int%2Fpqweb%2Fvaccines%2Fcovid-19-vaccines&data=04%7C01%7Coelbakkali%40gavi.org%7C4f324df0b4d34d8a511d08d9b8d04e5e%7C1de6d9f30daf4df6b9d65959f16f6118%7C0%7C0%7C637744027078327646%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=ORIr8XidKbIQaihJfsHQx3m5boj0FLsbS5010bRoawY%3D&reserved=0), and you are scheduled to receive a second dose in the near future or you have previously had Covid-19 thereby exempting you from a second dose.
   * You have received two doses of the Covid-19 vaccination.
   * You have received one dose of the J&J Covid-19 vaccine.

   [↑](#footnote-ref-2)