

ANNEX I

Terms of Reference

for

Technical Consultancy services for Establishment of Solid Waste Mechanical Biological Treatment Facility (MBT)

1 BACKGROUND

As of November 2017, Turkey hosts over 3,2 million registered Syrians under Temporary Protection, which mainly located in the Southeast Anatolia region bordering Syria (i.e. 45% of the 3,2 million Syrians under Temporary Protection are concentrated in 4 provinces in the South East). In these cities, the ratio of the Syrian population to that of host communities is higher than 15%, including Kilis, Hatay, Gaziantep and Şanlıurfa. Populations have either reached or exceeded 2023 population projections. The situation has resulted in, amongst others, an unprecedented demand for municipal services, including waste management services. The arrival of the Syrians not only increased the operating expenditures for waste collection, but also resulted in waste management facilities (landfills) to reach their full capacities earlier than planned. The amount of land fill waste was nearly doubled in 2015, which has led to wild dumpsites particularly in rural areas. The additional demand for municipal services is difficult to absorb for any city. However, it is even harder for the target municipalities, because the municipal infrastructure as well as the service delivery capacities of the target municipalities were already stretched before the arrival of the Syrians. The sudden and significant increase in the population exacerbated the existing challenges and led to even higher levels of underserved communities.

The main objective of this Project is to strengthen the resilience of municipalities in those provinces most affected by the influx of the Syrians to be better able to cope with and recover from the impact of the large-scale displacement. UNDP uses a resilience-based development approach which focusses on investing in existing national and local systems to ensure they can adequately serve both host and Syrian communities, including establishing one Mechanical Biological Treatment Facility in Gaziantep, which aims to reduce ratio of biodegradables to be landfilled and decrease landfill need by total volume reduction in accordance with relevant legislations.

UNDP will mobilize an Individual Contractor to provide consultancy services on establishment of Mechanical Biological Treatment Facility in terms of technical aspects such as design and construction.

2 OBJECTIVE AND SCOPE

The ultimate objective of the assignment is to promote high quality technical consultancy services on various outcomes of the project in order to facilitate more efficient and effective implementation. To achieve the overall objective, the purposes of this individual contract are as follows;

- To support Project Manager and project's core team in elaboration of technical specifications and assessment of proposals
- To supervise the installation/construction activities in a timely manner according to the project plans and UNDP's program procedures.

In close collaboration with Project Manager, project's core team at UNDP; Individual Contractor as "Waste to Energy Technical Consultant" will undertake following major tasks:

- Supervision of feasibility study and elaboration of construction projects of MBT through best practices of the Government of Turkey,
- Supervision on procurement process for construction of MBT,
- Support project team at UNDP for construction supervision of MBT.

3 ACCRONYMS AND ABBREVIATIONS

Unless otherwise noted;

The Project refers to EU-UNDP Turkey Resilience Project-Component 2: Municipal Service Delivery

Project Manager refers to Project Manager of EU-UNDP Turkey Resilience Project-Component 2: Municipal Service Delivery

The Assignment refers to the present Assignment

m/d refers to man/days

IC refers to the Individual Contractor,

Region refers to SEA Region

PMU refer to the Project Management Unit

UNDP refers to United Nations Development Programme Country Office in Turkey, *MBT* refers to Mechanical Biological Treatment Facility

4 DUTIES AND RESPONSIBILITIES OF THE INDIVIDUAL CONTRACTOR

Within the scope of the Assignment; the IC is expected to provide consultancy services for the below listed activities:

- Supervision of feasibility study and elaboration of construction projects of MBT
 - Provide technical support for development of Pre-feasibility and Design parameters,
 - Conduct early visit to proposed project sites (i.e. Preliminary Survey) for further clarification of design parameters,
 - · Perform market research for most effective implementations and best practices
 - Provide technical support for development of statement of works.
 - · Review and revise pre-feasibility study for construction of MBT
 - Review and revise construction project, statement of works for MBT through best practices of the Government of Turkey.

- Supervision on procurement process for construction of MBT.
 - · Provide technical support to elaboration of solicitation documents,
 - Provide technical support for evaluation of bids and proposals (both for prefeasibility/design contract and construction contract)
- Support project team at UNDP for construction supervision of MBT
 - Monitor and report progress of construction works
 - · Supervise project team at UNDP on technical aspects of works contract management.
- To monitor and inspect construction activities to ensure conformity of construction works with statement of works, relevant regulations and best practices.

Individual Contractor shall ensure continuous collaboration and communication with all stakeholders (i.e. Municipality and Ilbank) in terms of technical aspects while execution of the Contract. If required by the UNDP, the IC may provide additional consultancy services on topics related to her/his competencies and expertise for other sub-components of the Project such as leachate management in Kilis sanitary landfill site.

The above listed activities are subject to development and change with consent of Project Manager at UNDP. These possible developments and changes will be reflected in the specific terms of references and service request to be sent to the individual contractor. Throughout the contract duration, the Individual Contractor will conduct activities in accordance with specific service requests by UNDP.

5 EXPECTED OUTPUTS AND DELIVERABLES

The Individual Contractor is expected to invest (at maximum) 180 man/days throughout contract duration.

The deliverables of the Contract will be identified during the execution of the contract. Deliverables will be identified in specific service requests by Project Manager due to results of analysis and reviews to be conducted by Individual Contractor. Individual Contractor shall submit activity/progress reports with time sheet in line with requirements and schedule identified by each specific service request.

The deliverables of the individual contractor shall be subject to approval of the UNDP Project Manager in consultation with the implementing partner within the deadlines to be set in the specific service requests.

6 INSTITUTIONAL ARRANGEMENT

UNDP will provide all relevant background documents. UNDP is not required to provide any physical facility for the work of the Individual Contractor.

UNDP will cover pre-approved travel and accommodation costs of the Individual Contractor when traveling outside of the duty-station and upon submission of relevant documentation. Meetings with the Municipality will be facilitated through UNDP. UNDP is not required to provide any physical facility for the preparatory and reporting works of the Individual Contractor. However, depending on the availability of physical facilities (e.g. working space, computer, printer, telephone lines, internet connection etc.) and at the discretion of the UNDP and in consultation with the Municipalities such facilities may be provided at the disposal of the IC. UNDP and/or Municipalities will facilitate meetings between the IC and other stakeholders, when needed.

Project Manager will directly supervise the Individual Contractor. Individual Contractor will be directly responsible to, reporting to, seeking approval/acceptance of output from Project Manager.

All reports should be submitted in the Turkish and/or English Language. In case of a need for translation, UNDP will meet the related translation costs.

7 REQUIRED QUALIFICATIONS

The required qualifications and/or experience are presented below:

General Qualifications

- University degree in relevant fields of engineering and/or natural sciences.
- Advance degrees in relevant field is an asset.
- Fluent in Turkish, Moderate in English,
- Advanced computer skills in using applications, such as word processors, spreadsheets etc.

Professional Experience

- A minimum of 10 years of professional experience,
- Professional experience of more than 15 years is an asset.
- International professional experience is an asset.

Specific Experience

- Minimum 5 years of experience in Municipal Solid Waste (MSW) Sorting and Waste to Energy Facilities,
- Experience in minimum 2 waste to energy projects on conceptualization, design, implementation and/or monitoring,
- Experience in establishment and/or operation of Mechanical and Biological Treatment(MBT) Facility is an asset,
- Experience in preparation and evaluation of technical specifications of Municipal Solid Waste (MSW) Sorting and Waste to Energy Facilities is an asset,
- Experience in delivery of consultancy services on facility design is an asset,
- Experience with public bodies at Southeast Anatolia Region is an asset.

8 TIMING AND DURATION

The assignment is expected to start on 29.05.2018 and expected to be completed by 31.12.2019. The Individual Contractor is estimated to invest (at maximum) 180 man/days to fulfill the required tasks as per specific service requests to be made by UNDP throughout contract validity.

9 DUTY STATION

Duty station for the assignment is Ankara.

Travels with respect to UNDP's various project needs and the duties and responsibilities of the consultant stated in Items 4&5 will occur. Travel, accommodation and living expenses (inter-city, intra-city travels, living costs such as breakfast, lunch, dinner, etc.) in duty station will be borne by the Individual Contractor.

Travel to join duty stations and repatriation travel costs (travels to and from duty stations) will be covered by the Individual Contractor.

In case of unforeseen travel, UNDP will cover pre-approved mission travel and accommodation costs of the Individual Contractor when traveling outside of the duty-station and upon submission of relevant documentation.

| Cost item | Constraints | Conditions of Reimbursement |
|---|---|---|
| Travel (intercity transportation) | Full-fare economy class tickets | |
| Accommodation | Up to 50% of the effective DSA rate of UNDP for the respective location | 1. Approval of UNDP before the |
| Breakfast | Up to 6% of the effective DSA rate of UNDP for the respective location | initiation of travel 2.Submission of the invoices/receipt, |
| Lunch | Up to 12% of the effective DSA rate of UNDP for the respective location | etc. by the expert with the UNDP's F-10 Form |
| Dinner | Up to 12% of the effective DSA rate of UNDP for the respective location | 3. Approval of UNDP |
| Other Expenses (intra city transportations, transfer cost from /to terminals, etc.) | Up to 20% of effective DSA rate of UNDP for the respective location | |

The following guidance on travel compensation is provided per UNDP practice.

10 PAYMENTS

Payment terms and conditions will be specified in the specific service requests. Payment terms and conditions along with the daily fee rate (indicated in the contract) and number of days invested (*not to exceed maximum number of days in the service request*) will be the basis of payment to the Individual Contractor. Payments will be made against submission of the deliverable(s) in the specific service requests by the Individual Contractor and approval of such deliverables by UNDP. UNDP will cover pre-approved travel and accommodation costs of the Individual Contractor when traveling outside of the duty-station and upon submission of relevant documentation.

The Contract is based on a daily fee. For each specific service request, UNDP makes payments based on the total actual number of days worked for the respective specific service request. Individual Contractor Time Sheet containing number of days worked and tasks completed, must be submitted by the Individual Contractor, duly approved by Project Manager, which shall serve as the basis for the payment of fees.

The consultant shall be paid in US\$ if he/she resides in a country different than Turkey. If he/she resides in Turkey, the payment shall be realized in TL through conversion of the US\$ amount by the official UN exchange rate valid on the date of money transfer.

The contract to be signed between UNDP and the Individual Contractor will *not* entail a financial commitment from UNDP. UNDP's financial commitment will be established on an *ad-hoc* basis every time as services are officially requested by UNDP through specific service requests.

The amount paid to the expert shall be gross and inclusive of all associated costs such as social security, pension and income tax etc.

<u>Tax Obligations</u>: The Individual Contractor is solely responsible for all taxation or other assessments on any income derived from UNDP. UNDP will not make any withholding from payments for the purposes of income tax. UNDP is exempt from any liabilities regarding taxation and will not reimburse any such taxation to the Individual Contractor.