

ANNEX II

Terms of Reference

for

Individual Contract for Analysis of the Organizational and the Individual Capacities and Needs of Municipalities and Establishment of Project Management Offices (PMOs)

1. BACKGROUND

UNDP supports the Government of Turkey to respond to the Syrian Crisis through its Syria Crisis Response and Resilience Programme in Turkey to strengthen the resilience of refugees, host community members, local municipalities and relevant national institutions to cope with and recover from the impact. UNDP's resilience response strategy is to invest in existing national and local systems to ensure they can adequately serve both host and refugee communities.

As part of this programme, UNDP will implement the Turkey Resilience Project in Response to Syrian Crisis (hereinafter referred to as 'the Project'), funded by the EU Regional Trust Fund in response to the Syrian crisis (EUTF Fund). The Project consists of three main components: Component 1 on Employment Creation, Component 2 on Municipal Service Delivery and Component 3 on Adult Language Training. The overall budget for the Project is 50 million euros to be implemented in 2018-2019.

UNDP uses a resilience-based development approach which focuses on investing in existing national and local systems to ensure they can adequately serve both host and Syrian communities. One of the aimed outcomes of the resilience response is to strengthen technical capacities of the Municipalities to ensure sustainability of the investments through the establishment of project management offices (PMOs) in Gaziantep Metropolitan Municipality, Hatay Metropolitan Municipality, and Şanlıurfa Metropolitan Municipality under Component 2 of the Project. An example of PMO has already been established in Şanlıurfa Metropolitan Municipality under the project "Strengthening Social Stability in Southeast Anatolia Region" by UNDP, though Şanlıurfa PMO would also be improved in terms of institutional capacity. The experiences gained through establishment of PMO in Şanlıurfa would be a baseline for PMOs to be established in Hatay and Gaziantep. In addition, the experience driven from improvement of Gaziantep firefighting services under the project "Strengthening Social Stability in Southeast Anatolia Region" would also be a baseline when assessing operational efficiency of firefighting services of Hatay Metropolitan Municipality and Şanlıurfa Metropolitan Municipality.

UNDP will mobilize an individual Contractor(s) (ICs) to provide consultancy services on improvement of technical capacities of the Municipalities to ensure sustainability of the investments through the establishment of PMOs.

2. OBJECTIVE AND SCOPE

The overall objective of this assignment is to strengthen the institutional capacity of Gaziantep Metropolitan Municipality in project development and management. To achieve the overall objective, the purposes of this individual contract(s) are as follows;

- To support establishment of the Project Management Office (PMO)
- To prioritize sectors and projects for Gaziantep Metropolitan Municipality with a strategic road map
- To improve institutional capacity of Gaziantep Metropolitan Municipality through PMOs
- To improve operational efficiency in selected sectors in Gaziantep Metropolitan Municipality

In close cooperation with the PMO in Gaziantep Metropolitan Municipality and Project Manager, project's core team at UNDP, Individual Contractor(s) will undertake major tasks in two phases:

At the first phase, the IC review the current institutional capacity of Gaziantep Metropolitan Municipality with regards to current studies and reports. S/he will develop a strategic road map to achieve the objective of the assignment. S/he will support the Municipality to ensure establishment of a PMO with adequate operational capacity. The Municipality may develop a different organizational structure for integrating the

PMO. The mature organizational and operating of the PMO in the Municipality will ensure efficient and sustainable delivery of project outputs.

At second phase, the new ICs shall target the capacity development at the Municipality through working cooperatively with the PMO. S/he will help propose the requirements for improving competences for prioritization and portfolio management and ensure training of selected staff of the PMO and the Municipality. Through the PMO, system optimization will be implemented within the Municipality and the municipality staff will be trained for efficient exploitation of international funds for the municipalities' projects. The work aims to contribute to the 2019 budget planning process of the Municipality.

A PMO office may also be established in Kilis Municipality under this Contract due to project requirements in the future.

The IC may also be asked to perform his/her duties for Şanlıurfa Metropolitan Municipality, Hatay Metropolitan Municipality, and Kilis Municipality.

3. ACCRONYMS AND ABBREVIATIONS

Unless otherwise noted;

- *The Assignment* refers to the present Assignment
- m/d refers to man/days
- *Region* refers to South East Turkey, particularly Gaziantep, Kilis, Şanlıurfa, and Hatay
- *PMU* refers to the Project Management Unit
- *PMO* refers to Project Management Office
- *UNDP* refers to United Nations Development Programme Country Office in Turkey,
- *The Municipality* refers to Gaziantep Metropolitan Municipality
- *Project Manager* refers to Project Manager of Component 2 on Municipal Service Delivery under "EU-UNDP Turkey Resilience Project

4. DUTIES AND RESPONSIBILITIES OF THE INDIVIDUAL CONTRACTOR(s)

Within the scope of the Assignment, the individual Contractor(s) is expected to provide consultancy services in close cooperation with the IC Expert for the below listed generic activities in Gaziantep Metropolitan Municipality. Major tasks to be undertaken by Individual Contractor(s) comprise four main components.

UNDP currently has an individual contract with similar scope and had already mobilized an IC conducting the activities at Gaziantep. The Individual Contractor, mobilized with this assignment, shall conduct the following activities with close cooperation with the individual contractor currently working on the field. Work sharing will be made by UNDP Project Manager, and the relationship between the Individual Contractors will be managed directly by UNDP Project Manager.

A. Analysis of the institutional capacity need assessment for improving capacity of the Municipality

The Individual Contractor (s) will conduct following activities under this component (but not limited to):

- To assist to the current IC Expert as per UNDP's instructions to analyse and preliminary examine the Municipality's organizational and individual capacity
- To help the current IC Expert review the reports and prioritization tools commissioned by UNDP's relevant projects on municipal service delivery
- To support the current IC Expert to review the Municipality's reports and documents (Strategic road map and plan, budget plan, annual action reports, performance programme etc.)
- To conduct meetings for UNDP with service units in the Municipality for analysis
- To contribute to the development of a strategic road map including but not limited to prioritization, identification of areas for operational efficiency, budget planning and capacity building and training in the context of developing project planning capacity.

B. Selection of sectors to focus, development and implementation of an Action Plan specific to selected sectors with prototyping effective management activities within the PMOs

The Individual Contractor(s) will conduct following activities under this component (but not limited to);

- To provide support for the guidance and capacity building of the PMO in the Municipality in the context of development of budget and project proposals
- To help the current IC Expert improve the organizational and individual capacity at the PMO
- To identify together with the current IC Expert municipal investment and/or organizational cost items with potential for improvement in efficiency and develop recommendations Provide support to decrease infrastructure investment and operating costs in selected area(s)
- To prepare a detailed strategy document on project prioritization for the Municipality
- To help develop criteria and utilize the prioritization tool for selected municipal investment areas and units. Support the institutionalization of these tools in the PMO
- To cooperate with the current IC expert to improve the Municipality's long-term planning and management skills in the context of strategic management
- To provide support to the current IC Expert organizational structure, TOR and operational planning for Project Management Office based on the experience throughout the process
- To prepare together with the current IC Expert final activity report focusing on replicability and scaling-up with lessons learnt and roadmap for further development

C. Establishment of technical assistance team for capacity building of the Municipality through the PMO

Technical Assistance Teams will be recruited to support the Project Management Office (PMO) to be embedded within the Municipality. Technical assistance team will be composed of local and international experts. The Individual Contractor(s) will provide consultancy on recruitment process of Technical Assistance Teams (TAT) in terms of identifying competencies and expertise and composition of team. During the establishment of TAT, Individual Contractor(s) shall consider following future activities of the PMO.

- The PMO will provide support for at least one full cycle of investment planning, development of tools and ensure impact monitoring.
- The PMO will provide immediately required planning and management capacities.
- The PMO will also provide on the job training for proposal writing for national and international funds and strengthen technical capacities of relevant local staff and bring in good practices and experiences from elsewhere.
- PMO will be strengthened to prioritize project selection.
- The PMO will have access to, and develop specialized decision-making tools, in line with the recommendations provided in UNDP's municipal services assessment report.¹
- Once the projects are selected, the PMO will also be responsible for managing their implementation. The PMO will pilot the projects from within the various municipalities.
- The individual staff of the PMO should be pre-identified as competent enough to integrate the municipality's workforce upon completion of the project.

D. System Optimization for Selected Municipal Service Sectors

The Individual Contractor (s) will conduct following activities under this component (but not limited to);

- To help the assessment of the current organization scheme of the Municipality and selecting at least 3 municipal service sectors for system optimization studies.
- To assist the current IC Expert to develop system optimization tool and conduct system optimization study for each sector.
- To share the assessed data and information upon completion of the system optimization tool

The above listed activities are subject to development and change with consent of Project Manager at UNDP, in line with the requirements necessitated by analyses of institutional capacity of the Municipality. 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 execution, the

¹ UNDP (2016) Assessment of capacities and priorities of municipalities affected by the Syria Crisis

Individual Contractor(s) will conduct activities in accordance with specific service requests by UNDP.

If required by the UNDP, the Individual Contractor(s) may provide additional consultancy services related to her/his competencies and expertise.

5. DELIVERABLES

The individual Contractor(s) is expected to invest (*at maximum*) 60 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(s). Individual Contractor(s) shall submit activity/progress reports prepared under the guidance of the IC Expert 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(s).

UNDP will cover pre-approved travel and accommodation costs of the Individual Contractor(s) 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 (s). 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 Municipality such facilities may be provided at the disposal of the ICs. UNDP and/or Municipality will facilitate meetings between the IC(s) and other stakeholders, when needed.

Project Manager will directly supervise the Individual Contractor(s). Individual Contractor(s) 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 as per UNDP's determination. In case of a need for translation, UNDP will meet the related translation costs.

7. REQUIRED QUALIFICATIONS

The following table demonstrates the required qualifications of the consultant to be mobilized within this Assignment.

The required qualifications and/or experience are presented below:

General Qualifications;

- University (bachelor) degree on Social Sciences and/or Engineering departments is required
- Proficiency in Turkish and English
- Advanced degree (master or higher) on a relevant field (urban planning), urban policy will be considered an asset

General Professional Experience;

- At least (5) five years of general professional experience is required

Specific Professional experience;

- Minimum 2 years of working experiences in preparation of projects under EU funded programmes is required.
- Experience in project cycle management is an asset.

8. TIMING AND DURATION

The Assignment is expected to start on 1 October 2018 and expected to be completed by 31 December

2019. The Consultant(s) is expected to invest (at maximum) 60 man/days to fulfil 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 Gaziantep.

Travels with respect to UNDP's various project needs and the duties and responsibilities of the consultant(s) 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 stations will be borne by the Individual Contractor(s). Travel to join duty stations and repatriation travel costs (travels to and from duty stations) will be covered by the Individual Contractor(s).

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

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

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

10. PAYMENTS

The contract to be signed between UNDP and the Individual Contractor(s) 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 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(s), duly approved by Project Manager, which shall serve as the basis for the payment of fees.

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

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(s). Payments will be made against submission of the deliverable(s) in the specific service requests by the Individual Contractor(s) and approval of such deliverables by UNDP. UNDP will cover pre-approved travel and accommodation costs of the Individual Contractor(s) when traveling outside of the duty-station and upon submission of relevant documentation.

The Individual Contractor(s) will be paid in TRY.

The amount paid to the expert shall be gross and inclusive of all associated costs such as social

security, pension and income tax etc.

Tax Obligations: The Individual Contractor(s) 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(s).