



ANNEX-1

TERMS OF REFERENCE FOR FRAMEWORK-BASED CONSULTANCY SERVICES AS SOFTWARE DEVELOPER

1 BACKGROUND

United Nations Development Programme (UNDP) is the UN's global development network, an organization advocating for change and connecting countries to knowledge, experience and resources to help people build a better life.

UNDP Climate Change and Environment Portfolio's strategy is focusing on promoting change at scale through investing in national capacity to respond in addition to piloting and prototyping development solutions that have the potential to lead to transformational change. Also, a key element of the strategy is to apply the integrated ecosystem approach, to help establish mechanisms to value ecosystem services with a view to address the market failures to fully reflect the true value of ecosystem services.

The portfolio strategy requires the establishment of programmatic partnerships, as a cross-cutting area, 'with different ministries, international organizations (inter alia UNEP, EU, UNIDO, WB, EBRD and FAO), universities and CSOs, collaboratively adding value to the ongoing work of these stakeholders in Turkey. The Climate Change and Environment (CCE) Portfolio focuses on three programmatic areas that complement each other: 1-Natural Resource Management contributing to sustainable environment management and conservation of natural resources in production landscapes, within the general framework of the ecosystems approach; 2- Climate Change and Disaster Resilience (including chemicals and waste) strengthening institutional capacities for analysis and risk management for resilience with a specific emphasis on climate change, and 3- Cooperation with relevant stakeholders to promote energy efficiency and renewable energy.

"Identification and Remediation of Contaminated Sites with POPs Project" under CCE Portfolio is funded by European Union under IPA Programme and will be executed by UNDP in partnership with Ministry of Environment and Urbanization, the General Directorate of Environmental Management in Turkey. The project aims to improve environmental protection and the quality of life of citizens by protecting human health and environment from adverse effects of Persistent Organic Pollutants (POPs) and other hazardous substances especially in contaminated sites through enhancing the implementation capacity of EU POPs Regulation and Soil Contamination Strategy. In order to achieve the project objective, and address the barriers, the project's intervention has been organized into three components:

- Component 1. Technical and institutional capacity strengthening for management of POPs contaminated sites,

- Component 2. Identification and classification of contaminated sites with POPs and Pilot remediation activities,
- Component 3. Increasing institutional experience for remediation of POPs contaminated sites.

In the view of the above, a consultant as Software Developer will provide consultancy services to support Component 1 and 2 of the project.

will closely work with a team of experts working for the development of software and the staff from General Directorate of Environmental Management; Department of Water and Soil Management and General Directorate of Geographical Information System of MoEU.

2 ACCRONYMS AND ABBREVIATIONS

Unless otherwise noted;

- UNDP refers to United Nations Development Programme Country Office in Turkey,
- The Assignment refers to the present Assignment,
- IC refers to the Individual Consultant,
- MoEU refers to Ministry of Environment and Urbanization
- CSRS refers to Contaminated Sites Registration System
- TAT refers to Technical Assistant Team
- SD refers to Software Developer
- CSIS refers to Contaminated Sites Information System

3 OBJECTIVE AND SCOPE

The objective of the assignment is to ensure that the overall software programme development, upgrading the current CSIS, and development of toolkit for the selection of contaminated sites.

The Individual Consultant as Software Developer (SD) will be providing technical expertise for the achievement of the results under Component 1 and Component 2. The SD will work as Key Expert 2 in the project and will be responsible from the all duties and responsibilities of Key Expert 2 defined in the Identification and Remediation of Contaminated Sites with POPs Project. The SD shall be mainly responsible for software development of helpdesk navigator programme, upgrading the current Contaminated Sites Information System (CSIS) and development of toolkits using for the selection of pilot contaminated sites. The functions of the IC does not include managerial, supervisory and/or representative functions. The IC as SD will closely work with a team of experts working for the development of software and the staff from General Directorate of Environmental Management; Department of Water and Soil Management and General Directorate of Geographical Information System of MoEU.. The IC as SD will provide technical inputs to following activities of the Project components:

- Activity 1.4. Establishment of Helpdesk Navigator Software Programme
- Activity 2.1. Update of CSIS Software
- Activity 2.3. Prioritization of POPs/Persistent Toxic Substances Contaminated Sites for Remediation

4 DUTIES AND RESPONSIBILITIES OF THE INDIVIDUAL CONSULTANTS

UNDP will mobilize one (1) individual consultant (IC) as Contaminated Sites Management Expert (CSME) on a framework contract basis. Within the scope of the Assignment; based on their expertise, the SD is expected to provide consultancy services for the below listed generic activities (but not limited to):

- Preparation of “update analysis plan” for CSIS systems
- Upgrading the CSIRS, CSES and CSCS systems
- Developing a Helpdesk Navigator Software Programme
- Ensure the integration of the Helpdesk Navigator Programme to the software system of the MoEU and working properly
- Developing toolkit for Prioritization of POPs/Persistent Toxic Substances Contaminated Sites for Remediation
- Providing other services requested by the UNDP POPs Project Team in order to provide sustainability of the system
- Making recommendations for backup/restore plan.
- Providing other services/tasks requested by the the UNDP and MoEU POPs Project Team in order to provide sustainability of the systems

The IC will work closely with the Project teams mobilized by the UNDP and Chemicals Management Department/Water and Soil Management Department/IT Department of MOEU. The above-mentioned duties and responsibilities are indicative and subject to further detailing through specific service requests to be made by UNDP during the contract duration. If required by the UNDP in collaboration of MoEU, the SD may be requested to provide additional consultancy services on topics related to her/his expertise area for other activities of the Project.

5 DUTIES AND RESPONSIBILITIES OF THE UNDP

UNDP will provide to the IC all relevant background documents. UNDP is not required to provide any physical facility for the work of the IC. However, depending to the availability of physical facilities (e.g. working space, computer, printer, telephone lines, internet connection etc.) and at the discretion of the UNDP in cooperation with MoEU such facilities may be provided at the disposal of the IC. UNDP, in cooperation with MoEU will facilitate meetings between the ICs and other stakeholders, when needed.

All document and data provided to the IC are confidential and cannot be used for any other purposes or shared with a third party without any written approval from UNDP.

6 EXPECTED OUTPUTS AND DELIVERABLES

The IC will work as consultant and expected to invest **(at maximum) 100 working days** throughout contract duration.

The framework contract will be executed based on assignments detailed in each specific service requests to be prepared by UNDP. Service requests will be developed by Project Manager and the Chemicals and Waste Projects Coordinator under the overall supervision of CCE Portfolio Manager and the time schedule for each assignment will be determined by UNDP in consultation with the IC. Service request will be effective upon signing and return by the IC.

The Assignment may include interim and final deliverables, which will be defined in the specific service requests to be made by UNDP to the SD within the scope of Terms of Reference.

Reporting:

The reports shall be submitted to Project Manager and the Chemicals and Waste Projects Coordinator under the overall supervision of CCE Portfolio Manager for final approval. All the reports are subject to approval from Project Manager and the Chemicals and Waste Projects Coordinator under the overall supervision of CCE Portfolio Manager to realize the payments to the IC.

All reports shall be submitted in English. The IC shall be solely liable for the accuracy and reliability of the data provided, links to sources of information used.

The title rights, copyrights and all other rights whatsoever their nature in any material produced under the provisions of this ToR will be vested exclusively in UNDP Turkey CO.

7 REQUIRED QUALIFICATIONS

The required qualifications and/or experience are presented below:

	Minimum Requirements	Assets
General Qualifications	<ul style="list-style-type: none"> University degree in computer engineering, software development, or any other relevant field (5 points), Good command of spoken and written English. (4 points) 	<ul style="list-style-type: none"> Asset: Master degree in related fields (5 points).
General Professional Experience	<ul style="list-style-type: none"> Minimum 10 years of relevant professional experience (21 points), 	
Specific Professional Experience	<ul style="list-style-type: none"> Minimum 3 years of specific working experience in developing and/or analyzing chemicals/ contaminated sites/waste registry, remediation and/or monitoring system (10 points), Experience in at least 2 international/national projects as a specialist or expert in chemicals/contaminated sites management (11 points) 	<ul style="list-style-type: none"> Asset: Local working experience in Turkey (5 points), Asset: Practical hands on experience in software development with regards to rehabilitation of contaminated sites with persistent organic pollutants (9 points).
Notes: <ul style="list-style-type: none"> Internships (paid/unpaid) are not considered professional experience. Obligatory military service is not considered professional experience. Experience gained prior to graduation from university is not considered as professional experience. 		

UNDP is committed to achieving workforce diversity in terms of gender, race, ethnicity, indigenous identity, disability and culture. Individuals from all genders, minority groups,

indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with utmost confidentiality.

8 TIMING AND DURATION

The Assignment is expected to start in August 2020 and be completed until 1 October 2022. The IC as SD is expected to invest **maximum 100 working days throughout the contract duration**.

9 PLACE OF WORK

Place of work for the assignment is home-based. All travel, accommodation and living costs in duty station (home based) will be covered by the IC. It may be required that the IC travels out of the duty stations within the scope of this Terms of Reference. In case of travel out of the duty station is needed, the travel and accommodation costs of these missions will be borne by UNDP. The cost and terms of reimbursement of any travel authorized by UNDP for the IC must be negotiated prior to travel. The respective travels of the IC may either be;

- Arranged and covered by UNDP CO from the respective project budget without making any reimbursements to the IC,
- Reimbursed to the IC upon the submission of the receipts/invoices of the expenses by the IC and approval of the UNDP. The reimbursement of each cost item subject to following constraints/conditions provided in below table;
- Covered by the combination of both options provided above.

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/receipts, etc. by the consultant with the UNDP's F-10 Form 3- Approval and acceptance by UNDP of the invoices and F-10 Form.
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	

As per UNDSS rules, the IC is responsible for completing necessary online security trainings and submitting certificates and travel clearance prior to assignment-related travels.

10 PAYMENTS

The contract to be signed between UNDP and successful candidate 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.

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 IC.

Payments will be made against submission of the deliverable(s) in the specific service requests by the IC and approval of such deliverables by UNDP.

Service Requests will be detailed and signed by both parties for a Service Request to be effective. However, if the deliverables are not produced and delivered by the IC to the satisfaction of UNDP as approved by Project Manager and the Chemicals and Waste Projects Coordinator under the overall supervision of CCE Portfolio Manager, no payment will be made even if the consultant has invested working/days to produce and deliver such deliverables.

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

Payments will be made within 30 days upon acceptance and approval of the corresponding deliverable by UNDP on the basis of actual number of days invested in that respective deliverable and pertaining Certification of Payment document signed by the IC and approved by UNDP. **The total amount of payment to be affected to the IC within the scope of this contract cannot exceed 100 working days.**

Tax Obligations: The IC 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 IC.