



ANNEX-1

TERMS OF REFERENCE FOR FRAMEWORK-BASED CONSULTANCY SERVICES AS CHIEF TECHNICAL ADVISOR

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 Chief Technical Advisor (CTA) will provide consultancy services to support Component 1 and 2 of the project. The CTA shall be mainly responsible for technical compliance of the project activities, smooth implementation of the Project, providing technical inputs to all components and all reporting and documentation.

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
- CTA refers to Chief Technical Advisor

3 OBJECTIVE AND SCOPE

The objective of the assignment is to ensure that the overall thematic/technical direction of the project is maintained and flexibility adapted to meet the practical challenges faced during the implementation of the project and supervision support of selected contaminated sites' remediation within the scope of the Project, as described in Section 1.

The Individual Consultant (IC) as CTA will advise the project team directly in effective and timely project implementation and provide overall project advisory services and technical assistance to UNDP Climate Change and Environment Portfolio Manager and UNDP Chemicals and Waste Projects Coordinator, Project Manager, TAT and other project consultants. His/her functions do not include managerial, supervisory and/or representative functions.

4 DUTIES AND RESPONSIBILITIES OF THE INDIVIDUAL CONSULTANTS

UNDP will mobilize one (1) individual consultant (IC) as CTA on a framework contract basis. Within the scope of the Assignment; the IC as CTA shall provide consultancy services for the below listed generic activities (but not limited to):

- Technical assistance overall project implementation,
- Technical assistance on the technical and management capacity strengthening,
- Technical support on the preparation of the trainings' contents,
- Technical Assistance on the preparation of legal gap analysis on the legislations of soil pollutions and POPs,
- Preparation of technical reports on implementation capacity of the regulation,
- Preparation of the draft new regulation and relevant supporting documentation in line with the opinion of the Ministry of Environment and Urbanisation,
- Preparation of operational plan for the remediation of contaminated sites in cooperation with the POPs Soil Pollution Consultant,

- Preparation of supervision plan for the remediation of contaminated sites in collaboration with Soil Pollution Consultant and Contaminated Site Expert,
- Preparation of Technical specification documents for the remediation of contaminated site in cooperation with ICs,
- Providing other services/tasks requested by the UNDP and MoEU POPs Project Team.

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 CTA 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.

The IC shall be responsible to the Chemicals and Waste Projects Coordinator and the Project Manager in matrix management system, under the overall supervision of Climate Change and Environment Portfolio Manager. The IC shall work closely with the Project teams mobilized by the UNDP and Chemicals Management Department/Water and Soil Management Department/IT Department of MOEU.

6 EXPECTED OUTPUTS AND DELIVERABLES

The IC will work as consultant and expected to invest **(at maximum) 360 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 the Chemicals and Waste Projects Coordinator and the Project 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 IC within the scope of Terms of Reference.

Reporting:

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

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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 chemical engineering, chemistry, environmental sciences or any other relevant technical discipline) (4 points), Master's degree in chemical engineering, chemistry, environmental sciences or any other relevant technical discipline) (4 points), Good command of spoken and written English (2 points) 	N/A
Professional Experience	<ul style="list-style-type: none"> Minimum 15 years of relevant international professional experience (14 points), Minimum 5 years of relevant professional experience in working for international institutions/organizations (6 points) 	N/A
Specific Experience	<ul style="list-style-type: none"> Minimum 5 years of specific working experience in provision of technical assistance on implementation of contaminated sites management initiatives preferably in POPs/PTS contaminated sites (10 points), Experience in at least 2 international projects as a specialist or expert in the contaminated sites management (10 points) 	<ul style="list-style-type: none"> Asset: Practical hands on experience on rehabilitation of contaminated sites with persistent organic pollutants is an asset (10 points)
Notes: <ul style="list-style-type: none"> Internships (paid/unpaid) are not considered professional experience. Obligatory military service is not considered professional experience. Professional experience gained in an international setting is considered international 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 **September 2020** and be completed until **15 September 2023**. The IC as CTA is expected to invest **maximum 360 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 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 the Chemicals and Waste Projects and Project Manager, no payment will be made even if the IC 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 360 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.