

Terms of Reference (ToR) for Individual Consultancy Services for Project Implementation Support on Reporting Within the Scope of Strengthening the Civilian Oversight of Internal Security Forces Phase III Project (CO III)

1 BACKGROUND

The Project for the Civilian Oversight of Internal Security Sector Phase I, which was implemented jointly by Ministry of Interior (MoI) and UNDP in 2007-2010, aimed to raise the awareness of the MoI about the concept of civilian oversight. The 1st Phase also assessed the gaps vis-à-vis EU standards in MoI and developed the concept of "local governance of internal security forces (ISFs)". The 2nd Phase of the Project was implemented in 2012-2014 and designed to expand and institutionalise the introduced approaches and piloted structures of 1st Phase.

Second Phase was implemented from the perspective of improving (1) the capacity of MoI staff and provincial-sub provincial administrators to exercise oversight of policing and the homogeneity of the laws regulating the internal security forces; (2) the coherence of oversight arrangements that govern interactions between, on the one hand, the civilian administrators at provincial levels, sub provincial levels and, on the other hand, the Police and the Gendarmerie and Coast Guards; and, (3) the temporary coordination and consultation mechanisms by the Governors and District Governors so that the current oversight systems can expand rights and freedoms enjoyed by citizens.

The two phases of the Project have identified the main requirements for an effective and human centred civilian oversight mechanism over the internal security sector. Building on the recommendations and results of the former phases, the 3rd Phase of the Project at hand is designed to deepen Phase I and II results in terms of organisational changes and put pilot local boards into practice in most provinces of Turkey. This new Phase will also support the Government in establishing the best model for ISF and its effective functioning under MoI in line with international principles and best practices in the EU. This new Phase is also in conformity with the priorities of the Accession Partnership and EU/Commission policies by supporting the ongoing work of Turkey. Assessment of various progress reports of the European Commission along with the policy endeavours of Turkey to address gaps in the civilian oversight and the outputs of the partnership of Turkey jointly achieved with UNDP and the Delegation of the European Union to Turkey (EUD) are the basis of the Project. The Project (CO III) is accepted under the 2014 Action Document for Fundamental Rights Sub-Field prepared by the Directorate for EU Affairs (DEUA) Department of Political Affairs under the Ministry of Foreign Affairs as the Lead Institution. The target groups are the Ministry of Interior, including provincial administrations and ISFs and the Grand National Assembly of Turkey. The MoI General Directorate for Provincial Administrations is the main beneficiary of the Project, whereas the UNDP will provide technical assistance to the MoI for efficient and effective implementation of the Project. The Project is composed of 4 components:

Component A - Legislative and Institutional Framework: This component aims to improve, the training curriculum, strategies and the basic legislative and regulatory framework governing the Police, Gendarmerie and Coast Guard as well as the Local Security System in the light of

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civilian/democratic oversight and accountability principles. It is also planned that the performance evaluation system of MoI over ISFs will be strengthened through the Project.

Component B - Parliamentary Oversight: This component aims to develop a strategy to systematically oversee the work of ISFs through the work of relevant Commissions of the Grand National Assembly of Turkey.

Component C - Scaling Up of the Pilot Security Governance Structures: This component aims to scale up the pilot security governance structures nationwide and support their effective functioning through capacity development and technical assistance.

Component D - Individual and Institutional Capacity Building: This component aims to build institutional and individual capacities of the Governors, District Governors and citizens to enhance the understanding and internalisation of citizen-focused security services.

An Individual Consultant for Project Implementation Support on Reporting (STE) will be mobilized within December 2021, in order to support the project's implementation and delivery of specific project outputs in a timely and quality manner; as detailed throughout this Terms of Reference (ToR).

2 OBJECTIVE AND SCOPE

The objective of this Individual Consultancy is to provide support for the smooth implementation of Strengthening the Civilian Oversight of Internal Security Forces Phase III Project. The IC is expected to work closely with Chief Technical Advisor and Key Expert 2 in effective implementation of all Project activities (specifically under Component C and Component D stated above), by providing support in drafting, review and editing of reports, supporting data analysis and contributing to the effective delivery of the project outputs at the highest potential quality in a timely manner.

3 DUTIES AND RESPONSIBILITIES OF THE INDIVIDUAL CONSULTANT (IC)

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

- Supporting Activity C.2.4 "Provide technical support to the 10 LPSBs in development of security plans and ensuring sustainable and inclusive platforms for local security governance." and Activity D.2.4 "Develop the implementation strategy of the awareness raising programs." by preparation of draft reports for events which have taken place. While doing so, the IC will not be expected to participate in the events, but will be expected to be guided by the outcomes/presentations/minutes/reports regarding the respective event.
- Supporting the Project for the preparation of reports, and reports' outlines and formats in collaboration with Key Expert 2.
- Conducting review of national reports, language editing, etc., as needed by UNDP.

The above listed activities are subject to further revision as needed by UNDP, in consultation with the MoI, in line with the emerging requirements of the Project. All the reports shall be in English or Turkish, as defined by UNDP. If required by UNDP, the IC may provide additional consultancy services related to his/her competencies and expertise, in line with the Duties and Responsibilities stipulated in this Terms of Reference.

S/he shall be responsible for providing technical inputs to the Project and reporting and documentation upon the request of the Project Team. His/her functions do not include managerial, supervisory and/or representative functions vis-a-vis UNDP Staff/Personnel. The STE shall work in close cooperation with the Strengthening the Civilian Oversight of Internal Security Forces Phase III (COIII) Project Team and Technical Assistance Team (TAT) members. The STE will work in consultation with the Chief Technical Advisor and Key Expert 2 and will report to the COIII Project Manager.

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4 INSTITUTIONAL ARRANGEMENT

UNDP Turkey CO will;

- Provide the IC with relevant documents and full support in any further analysis of the data where necessary,
- Facilitate communication with Project partners and other stakeholders,
- Give feedback to the draft, final reports and all other deliverables prepared by the IC.

Neither UNDP nor any of the project partners are required to provide any physical facility for the work of the IC. However, depending on the availability of physical facilities (e.g. working space, computer, printer, land telephone lines, internet connection, etc.) and at the discretion of UNDP and/or the relevant project partners, such facilities may be provided at the disposal of the IC. UNDP and/or the relevant project partners will facilitate meetings between the IC and other stakeholders, when needed.

All reports should be submitted in English.

All documents 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.

5 DELIVERABLES AND REPORTING

The IC shall deliver below listed deliverables/outputs to the satisfaction of UNDP:

No.	Deliverable	Due Date	Estimated Number of Person/days to be Invested by the Individual Consultant (Indicative)
1	18 Draft Workshop Reports under Activity C.2.4.1 of the Project	14 December 2021	8 person/days
2	4 Draft Workshop Reports under Activity C.2.4.3 of the Project	21 December 2021	2 person/days
3	11 Draft Awareness Raising Event Reports under Activity D.2.4 of the Project	19 December 2021	5 person/days
	ESTIMATED TOTAL NUMBER OF PEI (INDICATIVE)	15 person/days	

The number of person/days are solely provided to give the Individual Consultant an idea on the work to be undertaken. The payment for each deliverable will be made in accordance with the lump-sum price of each deliverable, irrespective of the number of person/days to be actually invested by the Individual Consultant for the completion of each respective deliverable.

6 TIMING AND DURATION

The Assignment will cover the period between 6 December 2021 and 21 December 2021.

The IC may invest less/more than expected number of person/days for each deliverable. The payments shall be affected to the IC on the basis of the lump-sum price of each specific deliverable, regardless of the actual number of person/days invested.

Without submission and approval (by UNDP) of each of the above listed deliverables in due time and quality, the IC shall not be entitled to receive any payment from UNDP even if he/she invests time in this assignment. In cases where the IC may need to invest additional time to perform the tasks and produce the deliverables listed and defined in this Terms of Reference, the IC shall do so without receiving any additional payment

7	REQUIRED QUALIFICATIONS	
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	Minimum Qualification Requirements	Assets
Qualifications and Skills	 University degree in political sciences, public administration, administrative sciences or any other relevant field Good knowledge of Turkish and English Full computer literacy 	 Advanced degree in political sciences, public administration, social sciences, administrative sciences, security studies or any other relevant field Good reporting and proofreading skills
General Professional Experience	• Minimum 2 years of academic/ professional experience	• More than 2 years of academic/professional experience
Specific Professional Experience	• Experience in an international organization, Civil Society Organization (CSO) and/or Non-Governmental Organization (NGO)	• Experience in public sector and/or internal security forces
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• 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.

• Experience gained prior to completion of undergraduate studies is not considered professional experience.

8 PLACE OF WORK

Place of work for the assignment is Home-based. The assignment may require travels to other provinces within Turkey with respect to project needs and the duties and responsibilities of the consultant stated above.

Travel, accommodation and living expenses (terminal, inter-city, intra-city travels, living costs such as breakfast, lunch, dinner, etc.) in Duty Station will be borne by the consultant and these expenses should be factored by the Consultant into his/her price proposal. No further payment will be affected to the Consultant within the scope of this Assignment for whatsoever reason (terminal, inter-city, intra-city travels, living costs such as breakfast, lunch, dinner, etc.) within the Duty Station.

Assignment-related/activity-related travel and accommodation costs, which are pre-approved by UNDP outside of the Duty Station will be borne by UNDP. The costs of 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 Consultant, through UNDP's official Travel Agency or,
- Reimbursed to the Consultant upon the submission of the receipts/invoices of the expenses by the consultant and approval of the UNDP. The reimbursement of each cost item is subject to the following constraints/conditions provided in below table or,
- Covered by the combination of both options.

Cost item	Constraints	Conditions of Reimbursement
Travel (intercity transportation)	Full-fare economy class tickets	1- Approval by UNDP of the cost items before the
Accommodation	Up to 50% of the effective DSA rate of UNDP for the respective location	initiation of travel 2- Submission of the
Breakfast	Up to 6% of the effective DSA rate of UNDP for the respective location	invoices/receipts, etc. by the IC with the UNDP's F-
Lunch	Up to 12% of the effective DSA rate of UNDP for the respective location	10 Form3- Acceptanceand
Dinner	Up to 12% of the effective DSA rate of UNDP for the respective location	Approval by UNDP of the invoices and F-10 Form.
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 as per UNDP practice:

9 COMPETENCIES

Individual Consultant needs to have below competencies:

- Ability to design and develop time plans and resource schedules for complex tasks and task groups.
- Ability to work in multi-disciplinary and multi-cultural teams.
- Ability to work under pressure against strict deadlines.
- Ability to think out-of-the-box.
- Ability to present complex issues persuasively and simply.
- Ability to contextualize global trends in accordance with the dynamics of the operating (working) environment.
- Ability to collaborate with UNDP Turkey CO Inclusive and Democratic Governance Portfolio and the Project Team and work closely and in collaboration with the other experts of the Project.
- Ensuring gender disaggregated data and gender analysis which will be conducted in gender responsive research methods and technics.
- Ensuring gender responsive questions, use of gender responsive language in written and oral presentations, reports, handouts, etc.
- Ensuring human rights standards are applied, and gender equality is prioritized as an ethical principle within all actions.

10 PAYMENTS

Payments will be made within 30 days upon approval of deliverables by UNDP, along with the Certification of Payment Form (COP) on the basis of the lump-sum price of that respective deliverable and pertaining payment documents signed by the IC and approved by the responsible Project Manager. While the IC may invest less or more than estimated number of person/days for each deliverable different than the estimated person/days stipulated in the table in Article 5, the amount of payment to be affected to the IC within the scope of this Assignment will be based on the lump-sum prices of the deliverables.

If any of the deliverables stipulated in Articles 3 and 5 of this Terms of Reference are not produced and delivered by the IC in due time and to the satisfaction of UNDP, no payment will be made even if the IC has invested time to produce and deliver such deliverables.

The IC shall be paid in USD if he/she resides in a country different than Turkey. If he/she resides in Turkey, the payment shall be realized in TRY through conversion of the USD amount by the official UN Operational Rate of Exchange applicable on the date of money transfer.

The amount to be paid to the IC is fixed regardless of changes in the cost components. The price proposal amount should be indicated in gross terms and hence should be inclusive of costs related to tax, social security premium, pension, visa (if needed), etc. UNDP will not make any further clarification on costs related to tax, social security premium, pension, visa, etc. It is the ICs' responsibility to make necessary inquiries on these matters.

<u>Tax Obligations:</u> 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.

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