



Request for Proposal (RFP)

Date: 4 May, 2007

Dear Sir/Madam,

Subject: RFP for the Assignment “Develop a Training Program Package on Integrating Global Environmental Objectives into Regional Development Policy and Spatial Planning in Bulgaria”

1. You are requested to submit a proposal for the development of a Training Program Package of high international standard, for the integration of the objectives of the UN conventions on biodiversity, climate change and desertification into regional development and spatial planning processes in Bulgaria, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors(Annex I)
 - ii. General Conditions of Contract.....(Annex II)
 - iii. Terms of Reference (TOR).....(Annex III)
 - iv. Background Information on the Training Program Package(Annex IV)
 - v. Proposal Submission Form(Annex V)
 - vi. Price Schedule (Annex VI)
 - vii. Template for the Assignment Proposal(Annex VII)
 - viii. References(Annex VIII)
 - ix. List of Abbreviations (Annex IX).
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **31 May, 2007, 17:30 hrs.**
United Nations Development Programme
25 Khan Krum Str., Sofia 1040, Bulgaria
Attention: Mr. Neil Buhne, UNDP Resident Representative.
4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Neil Buhne', written over a horizontal line.

Neil Buhne
Resident Representative

May 2007

Instructions to Offerors

A. Introduction

General

This Request for Proposal (RFP) is part of the project “*Integrating Global Environmental Issues into Bulgaria’s Regional Development Process*” (short title - *RIO Conventions Project*), which aims at promoting a proactive integration of global environmental issues into the very process of regional and local development in Bulgaria. Background information on the project is included in Annex III – Terms of Reference.

Proposals are solicited from international legal entities only.

Cost of Proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal. The UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of Solicitation Documents

Proposals must offer services for the elaboration of a Training Program Package of high international standard, containing three different types of training courses¹, for the integration of UNCBD, UNFCCC, UNCCD² objectives into regional development and spatial planning processes in Bulgaria, following the specific requirements, set in the ToR (Annex III), the Background Information (Annex IV) and Template for Assignment Proposals (Annex VII) of this Request for Proposal. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

4. Clarification of Solicitation Documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation’s mailing address or fax number or email address indicated in the RFP.

¹ The three training courses shall cover the same general topics and will only differ in the duration of the trainings (i.e. an introductory course (1-2 days); the “core” training course (app.10 days to be conducted over a period of 3-4 months); and a semester long academic course at Bachelor or Masters’ level.

² UNCBD, UNFCCC, UNCCD - United Nations Convention on Biological Diversity, United Nations Framework Convention on Climate Change, United Nations Convention to Combat Desertification, respectively.

5. Amendments of Solicitation Documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing, via email, of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the Proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNDP shall be written in English language.

7. Documents Comprising the Proposal

The Proposal shall comprise the following components:

- (a) *Proposal Submission Form* as per Annex V;
- (b) *The Proposal itself* – the Offeror shall structure the operational and technical part of its Proposal as described in Annex VII (Template for Assignment Proposals);
- (c) *Price schedule* (Annex VI) completed in accordance with clauses 3 and 4.

8. Proposal Prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

9. Proposal Currencies

All prices shall be quoted in **US dollars**.

10. Period of Validity of Proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in

writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

11. Format and Signing of Proposals

The Offeror shall prepare **two copies** of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract.

12. Payment

UNDP shall effect payments to the Contractor upon achievement of the corresponding milestones and approval by UNDP.

D. Submission of Proposals

13. Sealing and Marking of Proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

- (a) The outer envelope shall be:
- addressed to:

UNDP
Sofia 1040, Bulgaria
25 “Han Krum” Str.
Attention: Mr. Neil Buhne, Resident Representative

- marked with:
"RFP: “Develop a Training Program Package on Integrating Global Environmental Objectives into Regional Development Policy and Spatial Planning in Bulgaria”

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 2 (*Proposal template*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the Price schedule duly identified as such.

Note. If the inner envelopes are not sealed and marked as per the instructions in this clause, UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

14. Deadline for Submission of Proposals

Proposals must be received by the procuring UNDP entity at the address specified under Clause *Sealing and Marking of Proposals* **no later than 31 May 2007, 17:30h.**

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with Clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Proposals

Any Proposal received by UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the Submission of Proposals*, will be rejected.

16. Withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

17. Opening of Proposals

The procuring entity will open the proposals in the presence of a Committee formed by the procuring UNDP entity.

18. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

19. Preliminary Examination

The Committee will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the

correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Committee will determine the substantial responsiveness of each proposal to the Request for Proposal (RFP).

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

20. Evaluation and Comparison of Proposals

The proposal will be evaluated through a one step cumulative analysis, where the total score is obtained upon the combination of weighted technical and financial attributes. The Offeror's response is evaluated and points are attributed based on how well they meet the defined desirable criteria. Following the initial technical evaluation the price schedule of the proposal will be opened. Cost is rendered as an award criterion which is 30 percent of the total score of 100 of all the desirable factors listed in the RPF.

The weighted score will be ascertained based on the formula:

$$B = \frac{C_{low}}{C} (0.3) + \frac{T}{T_{high}} (0.7)$$

Where

C = Evaluated bid price

C_{low} = The lowest of all evaluated bid prices among responsive bids

T = The total technical score awarded to the bid

T_{high} = The Technical Score achieved by the bid that was scored highest among all responsive bids

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Company / Organisation submitting Proposal	20%	20					
2.	Proposed Methodology and work plan	50%	50					
3.	Personnel	30%	30					
Total			100					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Part 1: Expertise of Company / Organisation

Part 2: Proposed Methodology and Work Plan

Part 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Part 1		Maximum Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of Company / Organisation:							
1.1	Number of assignments since 2000 focusing on TP design and delivery in areas relevant to the current proposal	10					
1.2	Working Experience in the application of SEA, EIA, NTA and other relevant assessments	5					
1.3	Past experience in new MSs, SEE and Bulgaria on implementing projects focusing on legal and institutional aspects: <ul style="list-style-type: none"> - integrated resource management - urban development & spatial planning - public administration training 	5					
Total for Part 1:		20					

Technical Proposal Evaluation Part 2		Maximum Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Methodology and Work Plan							
2.1	Is the work-plan detailed and is the sequence of activities and the planning logical, realistic and promise efficient implementation of the assignment?	15					
2.2	Is the TOR for the Bulgarian Entity clear and in compliance with the overall work-plan and work distribution	10					
2.3	Is the proposed draft curriculum relevant to the assignment?	15					
2.4	Are the roles of the International and Bulgarian entities clearly defined and structured to take full advantage of the proposed cooperation?	10					
Total for Part 2:		50					

Technical Proposal Evaluation Part 3		Maximum Points Obtainable	Company / Organization				
			A	B	C	D	E
Personnel							

3.1	General qualification of involved IE personnel	10					
3.2	Are the scope of the work and responsibilities of the involved personnel of the IE well defined?	10					
3.3	Do the scope of the work and responsibilities of the involved personnel correspond to the assignment ToR?	10					
	Total for Part 3:	30					

F. Award of Contract

21. Award Criteria, Award of Contract

The UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

UNDP will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

22. Signing of the Contract

The successful Offeror shall sign and date the contract and return it to UNDP.

General Conditions of Contract**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and

liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) Name UNDP as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorised officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorisation of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force Majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting Force Majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by Force Majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of Force Majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions

as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

- 16.1 **Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 **Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use.

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilised in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980. Bidders will make a formal written statement regarding this requirement.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorised official of UNDP.

Terms of Reference

Subcontractor for Implementation of the Assignment

“Develop a Training Program Package on Integrating Global Environmental Objectives into Regional Development Policy and Spatial Planning in Bulgaria”

I. Important assignment related information

The current assignment will be implemented by an International Entity (IE) and a Bulgarian Entity (BE) which will have clearly defined tasks and responsibilities. The IE will have the overall responsibility for the implementation of the assignment. The identification of the IE and BE will be done by UNDP Bulgaria in two different rounds of Requests for Proposals (RFP). However, in the RFP aimed at international entities, the IE will be requested to submit, as part of their proposal, a draft ToR outlining the tasks and responsibilities for the BE, thus enabling the IE to fully propose a functional work-plan and task distribution. Although the IE will not be responsible for the selection of the BE it will be consulted in connection with the selection process.

II. Background for the assignment

The GEF-funded Rio Conventions Project (RCP) (full title: *Integrating Global Environmental Issues into Bulgaria’s Regional Development Process*) aims at promoting a proactive integration of global environmental issues into the very process of regional and local development, as well as spatial planning, both of which are managed by Ministry of Regional Development and Public Works (MRDPW). This would be achieved by developing the capacity of MRDPW and Ministry of Environment and Water (MoEW) to integrate global environmental objectives into the regional and local development policies and practices, as well as into spatial planning documents. The project shall run from Nov, 2006 till October, 2010.

A National Capacity Self Assessment³ (NCSA) conducted in 2002-2004 and subsequent discussions with key stakeholders during the Project Development Phase, identified that proactive integration of global environmental issues into the very process of regional and local development in Bulgaria is still not in place. One of the reasons for this gap is the lack of a targeted and in-depth training program in Bulgaria, which can provide sufficient theoretical background and practical skills to public officials and experts at governmental institutions on the integration of global environmental objectives into the regional and local development policies and practices, as well as into spatial planning documents.

The Rio Conventions Project is to address this issue as part of its Outcome 1 “*The methodologies, skills, knowledge, and information management system for mainstreaming global environmental considerations into the formulation, implementation and evaluation of regional development and spatial planning policies are in place*”, where Output 1.1 is to design a “*Training program for the integration of UNCBD, UNFCCC, UNCCD⁴ objectives into regional development and spatial planning processes*”, hence the current assignment.

III. Objective

To develop a Training Program Package of high international standard, containing three different types of training courses⁵, for the integration of UNCBD, UNFCCC, UNCCD objectives into

³ <http://chm.moew.government.bg/nlsa/indexEn.htm>

⁴ UNCBD, UNFCCC, UNCCD - United Nations Convention on Biological Diversity, United Nations Framework Convention on Climate Change, United Nations Convention to Combat Desertification, respectively.

⁵ The three training courses shall cover the same general topics and will only differ in the duration of the trainings (i.e. an introductory course (1-2 days); the “core” training course (app.10 days to be conducted over a period of 3-4 months); and a semester long academic course at Bachelor or Masters’ level.

regional development and spatial planning processes.

IV. Duration of the assignment

The assignment is expected to have a duration of no more than 12 months from the signing of the contract. The exact assignment duration shall be agreed between the subcontractor and UNDP on the basis of the timeframe suggested in the assignment proposal submitted to UNDP, by the subcontractor, in response to its Request for Proposals (RFP).

V. Scope of work to be performed by the Subcontractor

The subcontractor shall undertake the following activities:

- Based on the Assignment Proposal (AP) and the developed ToR, by the Subcontractor (SC), for a Bulgarian Entity (BE) included in the AP, prepare a Memorandum of Understanding (or similar type of document) to be signed by the UNDP contracted BE and the SC, outlining the roles and responsibilities of the BE and the SC (*in English*).
- Submit to the Rio Conventions Project an Inception Report which outlines the assignment's inception phase, as well as details about the future work to be done. The report should clearly specify the agreed divisions of roles and responsibilities between the SC and the BE, as well as an updated project time-table (*in English*).
- Collect and review relevant documentation needed for the development of the Training Program Package ensuring sufficient background information for the preparation of high quality training materials and manuals in the current ToR's specified areas of concern.
- As a special sub-set of action to the previous task, review, identify and select internationally used and recognized indicators for review and monitoring of progress under the three conventions UNCBD, UNFCCC and UNCCD. The review should include, but not exclusively, current EU practices, national reporting criteria towards the Conventions, as well as indicators used by the Global Environment Facility. Materials developed by the "Greening Regional Development Programmes"⁶ Project should be also reviewed.
- Together with the BE, and based on the draft curriculum outlined in the approved AP, prepare an expanded and updated version of that curriculum, providing a brief description of the content, modality and expected outcome⁷ of the individual sections of each of the different training courses.
- Together with the BE and following the directions laid out in the approved AP and the current ToR, develop materials and manuals for the Training Program Package, containing the three different types of training courses, specified in the current ToR, which focus on the integration of environment protection and UNCBD, UNFCCC, UNCCD objectives into regional development and spatial planning processes, as well as planning and implementation related to EU Structural Funds.
- Together with the BE develop an initial set of examination papers to be used in the evaluation of trainees taking part in the "core" training course
- Submit a Midterm Report (*in English*) on the assignment progress, including achievement dates for main assignment benchmarks, upcoming work schedule and as annexes - the developed Training Program Package (*in English*).
- Oversee and support the pilot testing of the "core" training course run by the BE, where the BE train key Bulgarian officials following the developed methodology, including the timing of the individual trainings, so that it fully reflects the schedule to be used once the training has been fully developed.
- With input from the BE submit a Report on the implementation of the "core" training course which includes feedback from the trainees on the content, methodology, practical exercises

⁶ www.grdp.org

⁷ By an expected outcome is meant what the trainee will be able to do after being trained in the individual sections.

etc. (*in English*).

- Based on feedback from the trainees, review and update, together with the BE, the developed training materials and manuals.
- With input from the BE submit a Final Report (*in English*) for the assignment (including achievement dates for main assignment benchmarks), which includes as annexes the approved final version of the developed Training Program Package (*in English*).

VI. Output of the Contract

Signed Memorandum of Understanding (MOU) (*in English*)

Inception Report (*in English*)

Midterm Report (*in English*)

Initial Training Program Package (*in English*)

Report on “core” training course implementation (*in English*)

Final Report (*in English*)

Final version of the developed Training Program Package (*in English*)

VII. Terms and conditions for the provision of the contractual services

- The Subcontractor will liaise with the Rio Conventions Project Manager, and will coordinate the exact timing of the Subcontractor’s activities with the Rio Conventions Project Manager.
- The Subcontractor will submit deliverables to the Rio Conventions Project, and will get clarifications from the Rio Conventions Project.
- The Subcontractor will adhere strictly to all deadlines agreed upon with the Rio Conventions Project.
- The Subcontractor shall conduct it self in a professional and ethical manner, and will ensure that none of the Subcontractor’s actions have an adverse effect on the Rio Conventions Project.

VIII. Payment terms for the Contract

The Subcontractor will be paid **15 percent** of the overall cost upon the signing of the contract, **40 percent** of the overall cost upon the submission and approval of the Midterm Report and the initial Training Program Package, **30 percent** of the overall cost upon submission and approval of the report on “core” training course implementation. The remaining **15 percent** cost will be paid upon Rio Convention and UNDP approval of the Final Report and the final version of the developed Training Program Package.

IX. Skills and Qualifications of the Subcontractor

The Subcontractor should be a renowned international entity with considerable experience in the design and delivery of training programs in areas such as: process of application of SEA, EIA, NTA and other relevant types of assessments; urban and spatial planning; analyses and integrated planning of natural resources use; sustainable development; application of geographic-information systems (GIS) in the urban development and special planning processes at the regional and local level; usage of indicators in programme planning, monitoring and evaluation.

The Subcontractor should preferably also have working experience in the practical application of SEA, EIA, NTA and other relevant types of assessments. The Subcontractor should furthermore have a high degree of familiarity with UNFCCC, UNCBD, UNCCD Conventions, Agenda 21, EU policies and practices for sustainable development and urban planning, etc.

Expertise on legal and institutional aspects of Bulgarian urban and spatial planning processes, as well as the role of decision-makers and stakeholders in the implementation of these processes shall be considered an advantage.

The Subcontractor should preferably also have working experience in new EU member states or SEE countries, and possess outstanding communication, drafting, analytical and information processing skills.

Background Information on the Training Program Package

Rio Conventions Project Document

The Rio Conventions Project Document provides the key guidance to towards the purpose and content of the training programme which is to be developed under this assignment. Generally speaking, the project is to address capacity barriers at the individual level that inhibit global environmental mainstreaming. A baseline analysis has identified critical capacity weaknesses related to the lack of skills, methodologies, knowledge and information on how mainstreaming can be achieved. This applies to those individuals who manage regional development and spatial planning processes, as well as to the broader group of stakeholders in regional development. Also, there are deficiencies in the indicator system that is used to monitor and report on implementation of regional development and spatial planning, i.e. when regions report on regional development, this reporting does not specifically include progress in terms of achieving global environmental objectives. Because of this, the Rio Conventions Project need to develop the appropriate capacities and put in place a knowledge management system for mainstreaming of global environmental commitments.

The project will do this in part by developing a training programme on how to integrate the UNCBD, UNFCCC, UNCCD objectives into regional development and spatial planning processes. The training program will cover mainstreaming of global environment into urban and rural development planning and will provide the trainees with the methodology on how to adequately assess and report on achievement of obligations of UNFCCC, UNCBD, UNCCD in the regional development or spatial planning processes, as well as in the planning and implementation of EU Structural Funds. The training will also include development of basic skills on using GIS system. It will take into consideration European trends and policies in the fields of infrastructure development, environment, competitiveness and cohesive communities.

Once trained, the trainees should have the capacity to act as resident mentors/trainers for other governmental staff working at central, regional and district levels. An initial group of key MRDPW staff and experts from the EIA&EA⁸ Department at MoEW will be trained, and through this, provide input into the design of the final version of the training program. This “review” and input are essential in order to ensure that not only EA procedures are adequately integrated, but also the training is pragmatic and relevant. It is expected that such a process will ensure that MRDPW staff, as well as other ministries’ staff which shall be trained later, are fully trained in all requirements of the EA process, so that incorporation of EA process becomes an integrated, rather than separate process.

Aside from paying specific attention to SEA, EIA and Natura 2000 assessments, the training programme will also focus on the use of a uniform set of indicators which can provide guidance for application and measuring the contribution of regional development policy and spatial planning towards meeting global environmental objectives. These indicators will be drawn from the nascent indicator systems of the Bulgarian national regional development strategy, the indicators from the regional development plans and other national documents, as well as from relevant EU Regulations⁹, guidance and experience of the GRDP project (e.g. experience of Puglia Region in Italy). Sustainability indicator systems of UN, EU countries, OECD and others need to be taken into consideration. A layer of selected indicators related to the global environmental conventions will be

⁸ Ecological Assessment (EA) is the official legal term used in Bulgaria for Strategic Environmental Assessment (SEA).

⁹ E.g. European Council Regulation # 1260/99 on use of monitoring indicators in the programming and evaluation processes for Structural Funds.

suggested, based on the Bulgarian national reporting requirements relevant to the three conventions, as well as indicators used by the Global Environment Facility in the related focal areas.

Scope of the Training Programme Package

The Training Programme Package is to consist of three related training courses all of which cover the same general topics and which only differ in the duration of the trainings (i.e. an introductory course (1-2 days); the “core” training course (app.10 days to be conducted over a period of 3-4 months); and a semester long academic course at Bachelor or Masters’ level.

The “core” training is seen as the primary task under the assignment and is to train ministry staff (MRDPW, MoEW) and other experts who are working on planning, implementation and monitoring of plans and programmes related to regional development. As the trainees are all part of ministerial workforce it will be inconvenient to hold training sessions lasting more than 2 days. In addition, training sessions which appear too close to one another would have the potential to disrupt the daily work of ministerial staff and would, thus, be a disincentive to participate in the trainings. Because of this, it is considered prudent to hold the different training sessions over a period of 3-4 months and to keep the individual training sections down to a maximum of two day-training.

A key component of the “core” training course is that the trainees should, upon completion of the course, be able to act as mentors/trainers for ministerial staff with whom they work. In other words, the quality of the training should be very high providing the trainee with sufficient information, examples and practical knowledge to enable him/her to effectively share his/her new knowledge. It is therefore important that the course has a *final exam* and a certification. Passing the final exam and obtaining the certificate should guarantee that the trainees who have passed the training program are capable and able to engage in a peer-to-peer type of trainings and transfer of knowledge.

The “core” training should have the right balance of theory, case studies and practical exercises, and should cover the general topics outlined below. Based on the “core” training course a “light” 1-2 days introductory course should be prepared. This introductory course should highlight the key messages of the “core” training. The introductory course should fit the needs of the particular group of trainees: for key governmental decision-makers at middle and upper management level, it should stress on the importance and relevance of integrating environmental concerns into regional and spatial planning; for senior municipal planners it should provide introduction to global environmental issues in general.

The academic course should also be based on the “core” training course which principally would consist of app. 80 (or more) hours of training. The development of the academic course is seen as expanding on the practical exercises, as well as including more in-depth analytical assignments and submission of case papers.

The Training course documentation

To support the training a series of materials have to be developed and should include as a minimum power-point presentations supporting all the training sessions for all three courses listed above (Scope of the Training Programme Package), as well as trainee manuals for the “core” and “academic” training courses providing additional background material. The training materials should also ensure that the trainee has a full and an in-depth understanding of the individual sessions and should contain an outline for further suggested reading for the “core” and “academic” training courses, which will encourage the trainees to engage in further self-studies. Further, for the “core” and “academic” training courses materials for practical exercises and case-studies also have

to be developed.

Content of training courses

All the courses mentioned in this ToR shall focus on the integration of environment protection including UNCBD, UNFCCC, UNCCD objectives into regional development and spatial planning processes, as well as planning and implementation related to EU Structural Funds. The training should consist of the following general sections:

- **Background section:** This section should give the trainee general knowledge about the international agreements and initiatives, including the three Rio Conventions, as well as EU legislation directives and initiatives related to the cross-cutting area of sustainable development and environment protection. The trainee should also become familiar with how these EU and international agreements that Bulgaria is signatory to are transposed into the national legislature, as well as the reasons for this. It is expected that this section will primarily be based on presentations but also that group discussions should be encouraged.

(Note: the list of topics to be discussed presented below should not be considered static, nor complete, but should act as a guidance and as a reference for what the training should contain).

- **The tool box section:** The tool box section should provide the trainee with sufficient knowledge of the main tools commonly used in ensuring the integration of environment protection, including UNCBD, UNFCCC, UNCCD objectives, into regional development and spatial planning processes, as well as planning and implementation related to EU Structural Funds. Key assessment processes such as Natura 2000 EIA and SEA (in Bulgaria called EA) should be a main component of the section. In this, it is naturally important to mention the actual on-the-ground assessments, but the trainees should obtain a full understanding of the overall process, as well as why this process is important to ensure sustainable development. In addition, the trainees should gain the skills needed for developing, implementing, monitoring and reporting on national, regional and local plans, as well as programmes for regional development and spatial planning. In this connection, knowledge of how to identify indicators and how to use commonly used (by EU, the Conventions GEF etc.) indicators, is of essence. It is expected that this section will be based on presentations but also that group discussions should be encouraged and practical exercises aimed at further the understanding shall be utilized
- **Practical skills section:** This section has to give the trainees the possibility to use what they have learned in the previous two sections in practical and applicable training exercises. The practical skills section does not need to be a separate section but could be integrated into the previous two sections. It is, however, important that the trainees will gain the confidence in using the information from the two previous sections to conduct work-related exercises. It is also important that the trainee has gained the practical expertise to be able to communicate and act as a mentor (during the provided training) at his/her workplace. In this connection, the main practical exercise is expected to be where the trainees demonstrate how they would approach the subject of incorporating sustainable development and the UNCBD, UNFCCC, and UNCCD objective into the regional development and spatial planning processes. It is expected that group discussions and practical exercises aim at further understanding of the issues involved, as the main tool in this section.
- **Self-evaluation and testing section:** This section has to provide the trainee with an opportunity to review how he/she perceives and how he/she can use the newly acquired knowledge in the

daily work, as well as identify areas where more training is needed. This section should also consist of a final exam where the capacity and knowledge of the trainee is tested and evaluated. This testing will also assist in the evaluation of the overall training course.

Main points to be covered by the training course

Background section:

History, Definition, Principles and Milestones of Sustainable Development

- Setting the stage - what happens when it goes wrong
- The road to Rio
- Conference on Environment and Development (UNCED) and its main outcomes with specific focus on Agenda 21 and its social and economic dimensions including strengthening the role of major groups
- World Summit on Sustainable Development (WSSD)
- UN-HABITAT – United Nations Human Settlements Program

The Rio Conventions

- The United Nations Convention on Biological Diversity (UNCBD)
- The Cartagena Protocol on Biosafety
- The United Nations Framework Convention on Climate Change (UNCCC)
- Kyoto Protocol
- The United Nations Convention to Combat Desertification (UNCCD)
- Regional implementation Annex for Central and Eastern Europe

- Bulgaria and the Millennium Development Goals (goal 7)
- Bulgaria and the National "Capacity 21" Program

Other international conventions and treaties Bulgaria is a party to

- Aarhus Convention
- Convention on the Conservation of Migratory Wild Species
- Convention on Environmental Impact Assessment in a Trans-boundary Context
- Convention on Protection of the Black Sea from Pollution
- Vienna Convention on the Protection of the Ozone Layer
- Wetlands protection

EU trends and policies towards integrating SD and environment protection into regional development and spatial planning

- Lisbon Strategy:
- Gothenburg strategy
- Agenda 2000
- New Cohesion Policy 2007 – 2013 (Third Cohesion Report)
- 5th European Environmental Action Programme
- 6th European Environmental Action Programme
- Thematic Strategy on the Urban environment
- Natura 2000

Bulgaria's implementation of commitments and requirements towards integrating sustainable development and environment protection into regional development and spatial planning

- Bulgarian policy as an EU member state

(Chapter 9: Transport policy; Chapter 13: Social policy and employment; Chapter 14: Energy; Chapter 16: Small and medium-sized enterprises; Chapter 21: Regional policy and co-ordination of structural instruments; Chapter 22: Environment; Chapter 23: Consumers and health protection; Chapter 28: Financial control and Chapter 29: Financial and budgetary provisions)

- How is this transposed into the national legislation? (could be partly a training exercise) (Regional Development; Spatial planning; Cadastre and property register; Housing; Technical infrastructure – road and water sector; Land use; Environment; Forestry; Agriculture and Biodiversity)?

Review of the planning processes in Bulgaria

- Chapter 21: Regional policy and co-ordination of structural instruments – requirements
- Regional Development Act
- Spatial Planning Act
- National Strategy for Regional Development
- National Development Plan
- National Regional Development Operational Program
- Regional Development Plans
- District Development Strategy
- Municipal Development Plan
- Ex-ante evaluation

The tool box section:

The process and requirements of the “Environmental Assessment” and how understanding the process and requirements can lead to better and more cost-effective planning.

- Purpose of establishing the context for the SEA (Screening, setting the objectives, identifying stakeholders) and where does planners at national regional and local levels have input and how.
- Purpose of implementing the SEA (scoping, collecting baseline data, identifying alternatives, identifying how to enhance opportunities and mitigate impacts, quality assurance and reporting) and where does planners at national regional and local levels have input and how.
- Purpose of informing and influencing decision making (making recommendations in dialog with stakeholders) and where does planners at national regional and local levels have input and how.
- Purpose of monitoring and evaluation (monitoring and evaluating implementation) and where does planners at national regional and local levels have input and how.

The process and requirements of the “Environmental Impact Assessment” and how understanding these process and requirements can lead to better and more cost-effective planning.

- Purpose of project screening and where does planners at national regional and local levels have input and how.
- Purpose of project scoping and where does planners at national regional and local levels have input and how.
- Purpose of prediction and mitigation and where does planners at national regional and local levels have input and how.
- Purpose of management and monitoring and where does planners at national regional and local levels have input and how.

The process and requirements of the “Natura 2000 Assessment¹⁰” and how understanding the process and requirements can lead to better and more cost-effective planning.

¹⁰ Assessment of plans and projects significantly affecting Natura 2000 sites.

- Purpose of “Stage One: Screening¹¹” and where does planners at national regional and local levels have input and how.
- Purpose of Stage Two: Appropriate assessment and where does planners at national regional and local levels have input and how.
- Purpose of Stage Three: Assessment of alternative solutions and where does planners at national regional and local levels have input and how.
- Purpose of Stage Four: Assessment where no alternative solutions exist and where adverse impacts and where does planners at national regional and local levels have input and how.

In what way do the Natura 2000 EIA and SEA (EA) differ?

The use of indicators and why they are important

- Where are indicators used and why
- Internationally recognized indicators (EU, GEF, Conventions etc) related to the environment protection which also covers the UNCBD, UNFCCC and UNCCD objectives
- How to collect and report on information provided by the indicators.
- The use of sample “indicator sheets” for projects, plans and programmes.

Indicators based on technologies such as Geographic Information Systems and remote sensing systems

- Examples of technology based indicators
- Pros and cons of technology based indicators and “non-technology” based indicators
- Basic introduction to use of GIS (using free GIS Software, CORINE land cover data (Bulgaria) and other accessible data)

The importance of ToRs in ensuring on-the-ground implementation of sustainable development and environment protection concerns

- Key elements of Natura 2000 Assessment, EIA and SEA (EA) TORs
- Key elements of ToRs aimed at contractors and consultants implementing projects plans and programmes with completed Natura 2000 Assessment, EIA and SEA (EA).

Practical skills section

Sustainable development and environment protection a topic for all Bulgarians

- To what extent the legislative or regulatory framework, as well as institutional capacity, enable or hinder the effective implementation of SD initiatives
- Mechanisms for coordinating the participation of different stakeholders in the planning and implementation of the initiatives for sustainable development
- Recommendations on how to improve the process of planning and setting the specific objectives of the country in terms of protecting the environment and addressing problems in the economic and social spheres.

Key areas to address when integrating global sustainable development concepts into regional development and spatial and urban planning

(Regional policy, Physical (spatial) planning policy, Cadastre, Housing policy, Water sector (infrastructure), State property development, Concessions, Roads (highways), Coastal zone

¹¹ Stage One is the term used in the EC document “Assessment of plans and projects significantly affecting Natura 2000 sites”.

management – Beaches, Mountain areas development, Decentralization and cooperation on regional and local level, Effective use of pre-accession instruments).

Review of examples of the Bulgarian strategic and legislative framework on how well they take into consideration sustainable development and the Rio Conventions etc.

- Strategies (National Regional Development Strategy, Local Sustainable Development Strategy (Local Agenda 21), Integrated Coastal Zone Management Strategy, Mountain Areas Management Strategy, Strategy on the sustainable use of natural resources, Thematic Strategy on the prevention and recycling of waste, Thematic Strategy on the Sustainable Use of Pesticides, Sustainable water management and river basin management)
- Legislation (Law on Access to Public Information, Law on Territorial Planning, Law on Regional Development, Law on Energy and Energy Efficiency, Law on Water Resources, Law on Protection from the Harmful Impact of Chemical Substances and Products, Law on Protected Territories, Law on biodiversity – Action plan on biodiversity protection, Natura 2000- Steps for the establishment of Natura 2000 in Bulgaria, Law on Energy efficiency, Law on Limiting the Harmful Impact of Waste on the Environment, Law on Forestry, The Law on Farmland Conservation, Law on Air Quality, Law on Medicinal Plants, Ordinance N 4 on Environmental Impact Assessment)
- Regulations (Rules and procedures for issuing integrated permits for construction, operation of new and for the operation of existing industrial installations and facilities (Dir96/61/EC, Decree of the COM No 62, 12.03.2003), Organization of the National Scheme for environmental management and audit (EC Reg/761/2001, Decree of COM No 61, 12.03.2001), Regulation No 3, 15.05.2003 on the Organization of the national eco-labeling scheme (Regulation EC//1980/2000)
- Strategies (National Sustainable Development Strategy, Local Sustainable Development Strategy (Local Agenda 21), Integrated Coastal Zone Management Strategy, Mountain Areas Management Strategy, Strategy on the sustainable use of natural resources, Thematic Strategy on the prevention and recycling of waste, Thematic Strategy on the Sustainable Use of Pesticides, Sustainable water management and river basin management)

Incorporate sustainable development and the UNCBD, UNFCCC, and UNCCD objectives into the regional development and spatial planning processes.

Possible example areas:

- Strategic planning (National Strategy for Regional Development, District Development Strategies and spatial planning schemes (NUTS 3))
- Planning and programming (National Operational Programme for Regional Development, Regional development plans, Municipal development plans)
- Spatial planning (National Spatial Strategy, Sectoral Spatial Strategies, Municipal Spatial Scheme, Urban planning documents)

Possible areas of concern:

- water supply and sewerage in residential areas
- decreasing of urban pollution
- improving the urban infrastructure and the physical urban environment
- economic development area
- social development field
- management of the settlements and municipalities
- capacity-building and institutional development.

Self-evaluation and testing section:

Questions to be raised and addressed (Individual self-assessment)

- How do I ensure that I fully consider sustainable development and environment protection, including the Rio conventions, in my daily work on (legislation, regulations, orders, rules, guidelines, instructions, methodologies, correspondence, distribution of information, co-ordination, decision making)?
- Do I need more training to be able to fully engage in ensuring that I integrate sustainable development and environment protection, including the Rio conventions into my daily work?

Final exam

Proposal Submission Form

Dear Mr. Buhne,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services the development of a Training Program Package of high international standard, for the integration of the objectives of the UN conventions on biodiversity, climate change and desertification into regional development and spatial planning processes in Bulgaria for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

Signature:

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Price Schedule

The Offeror is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated the Instruction to Offerors.

The Price Schedule must provide a detailed cost breakdown (excluding VAT). Provide separate figures for each functional grouping or category.

The format shown below should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Price Schedule: “Develop a Training Program Package on Integrating Global Environmental Objectives into Regional Development Policy and Spatial Planning in Bulgaria”	
Description of Activity/Item	
Amount (US Dollars) excluding VAT	
1.	Direct Costs (as per proposed scope of work, responsibilities and work plan)
	Staff
	Experts
	Travel
	Per Diem
	Analysis and processing of information
	Other (to be specified)
2.	Management Support Cost
	Supplies and consumables
	Other (to be specified)
	Total Amount

Note: The Proposal (and the Proposal Submission Form) should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

Template for the Assignment Proposal

For the RFP: “Develop a Training Program Package on Integrating Global Environmental Objectives into Regional Development Policy and Spatial Planning in Bulgaria”

Prepared by: (name of organization/ company)

Date of proposal submission: (day-month-year)

I. Objectives and scope of work

This section should present the specific objectives and tasks of the assignment as per the ToR.

II. Methodology description

This section should describe the selected approach for the implementation of the assignment. It should more specifically describe the proposed approach for the TP overall design, testing and adaptation, as well as cooperation and tasks division with the Bulgarian Entity (app. 500 words).

Detailed information about the tasks of the individual experts and staff that the Offeror envisaged to be involved in the implementation of the Assignment should be filled in the table below:

Position	Main tasks	Expected work time (in man-days)
----------	------------	----------------------------------

III. Management capacity and expertise

This section should provide a brief description of the Offeror’s present management activities focusing on areas related to the Proposal. This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind (app. 500 words).

Summarized information on the Offeror’s capacity and experience should be filled in the table below:

Main areas of entity/ company capacity and interest (list max three areas)	Number of entity/ company staff involved in each area	Number of assignments since 2000 focusing on the same area, as the current proposal	Number of assignments (of all types) undertaken on behalf of GEF implementing agencies (UNDP/World Bank/UNEP) and other international institutions since 2000 (max five assignments)	Most successful assignments since 2004 (Please provide in an annex a short description (150 words) of max three assignments, as well as contact details of the client)
--	---	---	--	--

1)	Full time			Assignment 1 (title)
	Part time			
2)				Assignment 2: (title)
3)				

IV. Qualifications of the experts

This section should describe the capacity of the proposed experts to be used by the Offeror for the successful implementation of the assignment as specified below.

Name of the expert	Summary of main expertise of the proposed expert (max 100 words)	Is expert's CV attached as an annex to the proposal (Y/N)
--------------------	--	---

V. Proposed Work plan and outline of work distribution

In this section of the proposal the Offeror should indicate the time frame for the completion of the activities including overall duration of the assignment. The Offeror is to prepare a summary work-plan (please see below) which is to be presented in the offer, however, a detailed work-plan has to be presented as an annex. The detailed work-plan has to present the activities in a logical and realistic manner ensuring an efficient implementation of the assignment. The work-plan should clearly outline the roles of the International and Bulgarian entities and show how full advantage of the International and Bulgarian entities is taken. The Offeror can also provide additional supporting information as to the implementation modality in this annex.

Table: summary of work-plan

Activity	Description	Month	Month	Month	Month
Activity 1					
Activity 1.1					
Activity 2					
Activity 2.1					
Activity 3					
Activity 3.1					
Activity 4					
Activity 4.1					

VI. Additional documentation

The Offeror is to present, in an annex, a draft ToR for the Bulgarian Entity ensuring an efficient and integrated approach to the implementation of the assignment.

Further, based on the assignment ToR, the Offeror is to present, in an annex, an initial outline of the training package curriculum, highlighting how and where the Offeror is to use already existing materials and information accessible to the Offeror (for initial reference material please see Annex VIII).

REFERENCES

1. Countryside Council for Wales, English Nature, Environment Agency, Royal Society for the Protection of Birds (2004) *The Strategic Environmental Assessment and Biodiversity: Guidelines for practitioners*. Prepared by South West Ecological Surveys, Levett-Therivel sustainability consultants and Oxford Brookes University.
2. EC (2001) Directive 2001/42/EC on the assessment of the effects of certain plans and programmes on the environment, Official Journal L197, 21 July, http://europa.eu.int/comm/environment/eia/full-legal-text/0142_en.pdf
3. Dalal –Clayton D.B. and Sadler B. 2005. *Strategic Environmental Assessment, A Sourcebook and Reference Guide to International Experience*. Earthscan: London
4. EC (2003) *Implementation of Directive 2001/42 on the assessment of the effects of certain plans and programmes on the environment* http://europa.eu.int/comm/environment/eia/030923_sea_guidance.pdf
5. EC Directorate General DGXI (2001) *Assessment of plans and projects significantly affecting Natura 2000 sites: Methodological guidance on the provisions of Article 6(3) and 6(4) of the Habitats Directive 92/43/EEC*
6. Sadler, B. and R. Verheem (1996) *Strategic Environmental Assessment: Status, Challenges and Future Directions*, Ministry of Housing and Spatial Planning (VROM), Report No. 53, Zoetermeer, The Netherlands
7. *Strategic Environmental assessment of plans and programmes in Lebanon (2004)* UNDP Lebanon, in collaboration with the Lebanese Ministry of Environment and European Commission LIFE Third Countries Programme, <http://www.energyandenvironment.undp.org/undp/index.cfm?module=Library&page=Document&DocumentID=5696>
8. *Strategic Environmental Assessment and Biodiversity: Guidance for Practitioners (2004)* Countryside Council for Wales, English Nature, Environment Agency, Royal Society for the Protection of Birds, http://www.rspb.org.uk/Images/SEA_and_biodiversity_tcm5-56786.pdf
9. *A Practical Guide to the Strategic Environmental Assessment Directive (2005)* Office of the Deputy Prime Minister, the Scottish Executive, the Welsh Assembly Government and the Department of the Environment in Northern Ireland, <http://www.communities.gov.uk/index.asp?id=1501988>
10. *Strategic Environmental Assessment Tool Kit (2006)*, The Scottish Executive, <http://www.scotland.gov.uk/Resource/Doc/148434/0039453.pdf>
11. *Handbook on SEA for Cohesion Policy 2007-2013 (2006)*, elaborated under the project Greening Regional Development Programmes (GRDP), funded by the EU Interreg IIC programme, http://ec.europa.eu/regional_policy/sources/docoffic/working/doc/sea_handbook_final_foreword.pdf
12. *Manual for environmental assessment of plans and programmes in Bulgaria (2003)*, SENTER International, Ministry of Environment and Waters in Bulgaria, <http://www.rec.org/REC/Programs/EnvironmentalAssessment/pdf/Bulgaria-EA-ManualEng.pdf>
13. *Assessment of plans and projects significantly affecting Natura 2000 sites. Methodological guidance on the provisions of Article 6(3) and (4) of the Habitats Directive 92/43/EEC (2001)*, European Commission, Environment DG, http://ec.europa.eu/environment/nature/nature_conservation/eu_nature_legislation/specific_articles/art6/index_en.htm
14. *Integration of biodiversity protection aspects in the process of Strategic Environmental Assessment (2007)*, The Regional Environmental Center for Central and Eastern Europe,

- http://www.rec.org/REC/Programs/EnvironmentalAssessment/pdf/sea_bio_guidelines_en.pdf
15. Sustainability Appraisal of Regional Spatial Strategies and Local Development Documents, Guidance for Regional Planning Bodies and Local Planning Authorities (2005), The Office of the Deputy Prime Minister (as of 5 May 2006 Communities and Local Government), http://www.communities.gov.uk/pub/346/SustainabilityAppraisalofRegionalSpatialStrategiesandLocalDevelopmentDocuments_id1161346.pdf
 16. Sustainability Appraisal of Unitary Development Plans in Wales: A good practice guide (2002), Welsh assembly government, http://www.ecoliinquirywales.org.uk/docrepos/40382/4038231121/403821/403821/403829/Sustainability_Appraisal_of2.pdf?lang=en
 17. Guidelines for the Assessment of Indirect and Cumulative Impacts as well as Impact Interactions (1999), European Commission: Directorate-General XI (Environment, Nuclear Safety and Civil Protection), <http://ec.europa.eu/environment/eia/eia-studies-and-reports/guidel.pdf>
 18. Strategic Environmental Assessment: A Concept in Progress. Annotated Training Module Prepared for the World Bank Institute (2004), International Institute for Sustainable Development (IISD), http://www.iisd.org/pdf/2006/measure_strategic_env.pdf
 19. Strategic Environmental Assessment (SEA) Distance Learning Course, The World Bank, State Environmental Protection Administration of China (SEPA), International Association for Impact Assessment (IAIA), <http://info.worldbank.org/etools/docs/library/107861/sea/sea/materials.html>
 20. Strategic Environmental Assessment: Training manual for South Eastern Europe (2004), Regional Environmental Center for Central and Eastern Europe http://www.rec.org/REC/Programs/EnvironmentalAssessment/pdf/SEA_Training_Manual.zip
 21. Integrating biodiversity with national environmental assessment processes, UNDP/UNEP/GEF Biodiversity Planning Support Programme (BPSP), www.unep.org/bpsp/eia%20guide.pdf
 22. Integrating Environmental Considerations into Policy Formulation. Lessons from Policy-Based SEA Experience (2005), The International Bank for Reconstruction and Development/World Bank, http://siteresources.worldbank.org/INTRANETENVIRONMENT/Data/20687943/SEA_WB_Rpt_32783.pdf

List of Abbreviations

AP	Assignment Proposal
BE	Bulgarian Entity
EA	Ecological Assessment (the Bulgarian term for SEA)
EIA	Environmental Impact Assessment
EU	European Union
GE	Global Environment
GEF	Global Environmental Facility
GIS	Geographic Information System
GRDP	Greening Regional Development Programmes
IE	International Entity
MoAF	Ministry of Agriculture and Forestry
M&E	Monitoring and Evaluation
MDPs	Municipal Development Plans
MEE	Ministry of Energy and Economy
MoEW	Ministry of Environment and Water
MF	Ministry of Finance
MRDPW	Ministry for Regional Development and Public Works
NCSA	National Capacity Self Assessment
NGO	Non-Government Organization
NOPRD	National Operational Program for Regional Development
NSFRD	National Strategy for Regional Development
NTTA	Natura 2000 Assessment
OPs	Operational Programs
PM	Project Manager
PMU	Project Management Unit
PSC	Project Steering Committee
RCP	Rio Conventions Project
RDA	Regional Development Act
RDPs	Regional Development Plans
RFP	Request for Proposals
SA	Sustainability Appraisal
SC	Subcontractor
SBAA	Standard Basic Assistance Agreement
SD	Sustainable Development
SEA	Strategic Environmental Assessment
SEE	South Eastern Europe
SLM	Sustainable Land Management
SMEs	Small and Medium Enterprises
TDA	Territorial Development Act
ToR	Terms of Reference
TP	Training Program
UD&SP	Urban Development and Spatial Planning
UNCBD	United Nations Convention on Biological Diversity
UNCCD	United Nations Convention to Combat Desertification
UNDP	United Nations Development Programme
UNEP	United Nations Environment Programme
UNFCCC	United Nations Framework Convention on Climate Change