



Request for Proposal (RFP)

Date: 30 June, 2008

Dear Sir/Madam,

Subject: RFP for Development of a Brochure and Training Materials, and Delivery of a Two-Day Training for NGOs and Public Officials on the Topic *Stimulating Public Participation for Integrating Global Environmental Issues into Strategies and Plans for Regional Development and Spatial Planning in Bulgaria*

1. You are invited to submit a proposal for the development of a brochure, training materials and delivery of a two-day training 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. Concept for the brochure.....(Annex IV)
 - v. Concept for the training(Annex V)
 - vi. Proposal Submission Form(Annex VI)
 - vii. Price Schedule (Annex VII)
 - viii. Template for the Assignment Proposal(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 July, 2008, 16:00 hrs.**
Rio Conventions Project
United Nations Development Programme
25 Khan Krum Str., Sofia 1040, Bulgaria
Attention: Mrs. Kalina Kirkova, POG
e-mail: kalina.kirkova@undp.org
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,


Henry Jaekelen

UNDP Resident Representative

June, 2008

July 2007

Instructions to Offerors

A. Introduction

1. 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.

2. 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 total requirement. 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 ToR.

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 and RFP

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. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents Comprising the Proposal

The Proposal shall comprise the following components:

- (a) *Proposal Submission Form*¹ as per Annex VI;
- (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 VII) 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 Bulgarian Leva, excluding VAT².

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 paper 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.

¹ In case a consortium of organizations applies, the Proposal Submission Form and the Price Schedule are signed only by the leading organization, which assumes responsibility for the overall implementation of the contract as per submitted work plan and budget.

² Всички плащания за стоки и услуги по настоящия проект са освободени от плащане на ДДС съгласно чл. 173 (1) от ЗДДС, Допълнителния протокол към Споразумението между Република България и ПРООН (обнародван в ДВ #18 от 2005 г.) и чл. 107 от Наредбата за прилагане на ЗДДС.

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.

In addition, **one electronic copy (on a CD or diskette)** of the proposal should be attached to the “Original Proposal”, clearly marked as “Electronic Copy”. The electronic copy should contain only two separate files – the Price Schedule and the Original Proposal containing all annexes and forms, clearly entitled as such. In the event of any discrepancy between the electronic and paper copies, the paper original shall govern.

12. Payment

UNDP shall effect payments to the Contractor upon achievement of the corresponding milestones and approval by UNDP, as stated in the Terms of Reference.

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: Mrs. Kalina Kirkova, POG

- marked with:

"RFP for the Development of a Brochure and Training Materials and Delivery of a Two-Day Training for NGOs and Public Officials on the Topic *Stimulating Public Participation for Integrating Global Environmental Issues into Strategies and Plans for Regional Development 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”, “Copy” and “Electronic”. The second inner envelope shall include the ***Price schedule*** duly identified as such, also in two copies marked “Original” and “Copy”.

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 July, 2008, 16:00 hrs.**

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. Modification and 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

Cumulative evaluation of the Technical Part of the Proposal and the Price Schedule will be applied, whereby cost will determine 30% of the final score and quality (responsiveness to the TOR) will determine the other 70% of the final score. The following formula will be used:

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

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

B = final score obtained by the evaluated proposal

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	30					
2.	Proposed methodology and Work Plan	35%	35					
3.	Personnel	35%	35					
Total			100					

Any Technical Part of the Proposal evaluated below 70 points will automatically be rejected and will not be evaluated further. Unopened price schedule will be returned to the Offeror.

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:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 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 Form 1		Maximum Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of Company / Organisation Submitting Proposal							
1.1	Reputation of Organisation in development and delivery of training courses for NGOs and public officials (Competence / Reliability)	5					
1.2	Institutional, technical and HR capacity which is likely to affect and support implementation of the activities	10					
1.3	Past experience in implementing both national and international projects focusing on legal and institutional aspects: <ul style="list-style-type: none"> - integrated resource management - public participation - urban development & spatial planning - public administration and NGO training - capacity building 	15					
Total for Form 1:		30					

Technical Proposal Evaluation Form 2		Maximum Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Methodology and Work Plan							
2.1	Does the proposed methodology meet the specifications of the assignment?	10					
2.2	Have the important aspects of the assignment been addressed in sufficient detail in the proposed work plan and are the presented roles and division of work-load between the proposed team members, realistic and promise efficient implementation to the project?	10					
2.3	Has the Offeror demonstrated a clear vision about how a mutually beneficial (both to the authorities and the civil society) public participation in the update of RD and SP planning documents in Bulgaria can be	15					

	achieved and sustained over time?						
	Total for Form 2:	35					

Technical Proposal Evaluation Form 3		Maximum Points Obtainable	Company / Organization				
			A	B	C	D	E
Personnel							
3.1	General qualification of involved	5					
3.2	Are the scope of the work and responsibilities of the involved personnel of well defined?	15					
3.3	Do the scope of the work, responsibilities and specific qualifications of the involved personnel correspond to the assignment ToR?	15					
	Total for Form 3:	35					

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

Within 5 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

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

“Development of a Brochure and Training Materials and Delivery of a Two-Day Training for NGOs and Public Officials on the Topic *Stimulating Public Participation for Integrating Global Environmental Issues into Strategies and Plans for Regional Development and Spatial Planning in Bulgaria*”

Name of the project: “*Integrating Global Environmental Issues into Bulgaria’s Regional Development Process*”

(short title - *RIO Conventions Project*)

Duration: 1 August 2008 –31 March 2009

Start: 1 August, 2008

Location: Sofia

I. Objective

The purpose of these Terms of Reference is to secure a Subcontractor for the development of a brochure and delivery of a training to selected public officials and NGOs on the topic “*Stimulating Public Participation for Integrating Global Environmental Issues into Strategies and Plans for Regional Development and Spatial Planning in Bulgaria*”.

II. Background

The GEF-funded and UNDP implemented 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 June, 2010.

One of the primary tasks under the Rio Conventions Project’s (RCP) Output 1.5 “*Develop knowledge materials from extensive information on good practices from Bulgaria, neighboring countries, EU and other regions for dissemination*” is to develop appropriate publications that will aide the integration of global environmental issues into Bulgaria’s regional development processes. In order to accomplish this goal, on one hand, a sufficient level of public participation into the development and update of planning documents has to be stimulated, whereas on the other hand, public administration requires further information and best practices as to how public participation in planning processes is happening in the country and in the EU.

III. Duration of the assignment

The assignment is expected to have a duration of no more than 8 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 this Request for Proposals (RFP).

IV. Scope of work

The Subcontractor (SC) shall undertake the activities described below in Part 1 and Part 2 of the assignment:

PART 1. Brochure Development:

- Participate in a preparatory kick-off meeting at beginning of assignment implementation
- Prepare and submit an Inception Report³ which outlines the assignment's inception phase, as well as details about the future activities to be undertaken, related both to Part 1 and Part 2 of the assignment (*in English*).
- Prepare and submit to RCP an expanded list of relevant publications, best practices and background information, including the ones listed in Annex IV and provided as initial reference by the SC, needed for the development of the Brochure (*in Bulgarian*).
- Based on the review of the RCP approved expanded list of relevant background information, prepare and submit a first draft of the proposed content and structure of the Brochure (*in Bulgarian*).
- Based on the initial feedback provided by RCP, produce an expanded and updated version of the Brochure (*in Bulgarian*).
- Prepare and submit a Midterm Report on the assignment's progress, including main achievements and results, assignment's benchmarks and upcoming work schedule, related both to Part 1 and Part 2 of the assignment (*in English*).
- Produce and submit a final version of the Brochure (*in Bulgarian*).
- Prepare and submit of a Final Report for the assignment (including main achievements, results and problems during the assignment), related both to Part 1 and Part 2 of the assignment (*in English*).

PART 2. Training Development and Delivery:

- Prepare and submit to RCP a first draft of the proposed content and structure of the training and training / training evaluation materials (*in Bulgarian*).
- Based on the initial feedback provided by RCP produce an expanded and updated version of training structure and training evaluation materials (*in Bulgarian*).
- After finalization of the Brochure, prepare and submit to RCP a final version of the training structure and training evaluation materials and propose a schedule for the training delivery (*in Bulgarian*).
- Prepare a submit to RCP a draft list of potential participants in the training⁴ (*in Bulgarian*)
- Based on the finalized Brochure and training materials and RCP agreed training schedule, deliver the two-day training⁵ and perform a training evaluation, as described in Annex V.
- Prepare and submit to RCP a training delivery report containing analysis of the training delivery and participants' feedback, major results and problems identified, as well as recommendation for future work with respect to the produced training materials.

V. Outputs of the Contract:

From Part 1:

- 5.1.1 Inception Report (*in English*)
- 5.1.2 Expanded list of relevant background materials (*in Bulgarian*)
- 5.1.3 Draft of the proposed content and structure of the Brochure (*in Bulgarian*)
- 5.1.4 Expanded version of the Brochure (*in Bulgarian*)
- 5.1.5 Midterm report (*in English*)
- 5.1.6 Final version of the Brochure (*in Bulgarian with an English summary*)
- 5.1.7 Final Report (*in English*).

³ The structure of the Inception, Midterm and Final reports shall be provided by RCP.

⁴ The list should contain names, positions and full contact details of approximately 80 appropriate representatives from NGOs and public organizations, based on the SC research related to Brochure and training materials development.

⁵ Final selection of participants, as well as provision of logistics for the training shall be performed by RCP.

From Part 2:

5.2.1 Draft of the proposed content and structure of the training and training materials (*in Bulgarian*)

5.2.2 Expanded and updated version of the training and training evaluation materials (*in Bulgarian*)

5.2.3 Final version of the training materials and a proposed training delivery schedule (*in Bulgarian*)

5.2.4 Draft list of potential participants in the training (*in Bulgarian*)

5.2.5 Training Delivery report (in English).

VI. 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.

VII. Payment terms for the Contract

The Subcontractor will be paid **30 percent** of the overall cost upon the signing of the contract. **40 percent** of the overall cost shall be paid to SC upon the submission and approval of the Midterm Report and expanded and updated version of the Brochure, training structure and training materials. The remaining **30 percent** of the overall cost will be paid upon Rio Convention's and UNDP's approval of the Final Report and the final version of the developed brochure, training materials and training delivery report.

VIII. Skills and Qualifications of the Subcontractor

The Subcontractor should be a legal entity registered in Bulgaria⁶ which has as its main scope of activities the design and delivery of training programs for public officials and NGOs. The Subcontractor should furthermore have a high degree of familiarity with UNFCCC, UNCBD, UNCCD Conventions.

The SC should have institutional capacity and experience in the development of professional training programs and courses, preferably in the cross cutting area of: regional development (RD) global environment (GE) and public participation in decision-making and policy making process.

The SC should demonstrate expert capacity and experience in areas such as: (i) Bulgarian and EU regional development, spatial planning, sustainable development and environmental policies; (ii) Bulgarian RD and SP legislature; (iii) national, EU and other applicable legislature in the area of public participation related to planning process and access to information at the local and regional level; (iv) Structure and functioning of Bulgarian public administration system at the national, regional and local level; (v) integrated planning of natural resources use.

⁶ The SC may choose to submit a proposal alone or in a consortium with organizations in order to satisfy the technical and institutional requirements.

The Subcontractor should possess outstanding communication, drafting, analytical and information processing skills, both in English and Bulgarian, and work in close cooperation with RCP based on mutual respect and active communication.

IX. Requests for Clarification

A prospective Offeror requiring any clarification of the Solicitation Documents may do so in writing at the following mailing address or fax number or email address:

Natalia Dimitrova
Project Manager
Rio Conventions Project
Ministry of Regional Development and Public Works
17-19 Cyril and Methodius Str.fl. 6, room 601, 1202 Sofia
Phone/Fax: +359.2.9405575
Email: office@rioconventions.org

Concept for the Brochure

Major goal of the publication: stimulating practical integration of the Rio Conventions objectives (on climate change, biodiversity and desertification) into regional and local planning processes in Bulgaria

Aims:

- To provide DAs and MAs with a guideline document on how to improve their interaction with different stakeholders in the update of development plans and strategies, spatial development plans with a special focus on GEI integration in such documents.
- To inform DAs and MAs about their obligations and, respectively, rights in the process of conducting and taking part into public discussions of planning documents at the local and regional level.
- To make aware the interested stakeholders about their rights to participate in public discussions and how to exercise and defend those rights, as well as to give tips to non-expert stakeholders how to “read” planning documents to provide meaningful participation.

1. Working Title:

Stimulating Public Participation for Integrating Global Environmental Issues into Strategies and Plans for Regional Development and Spatial Planning in Bulgaria

2. Target groups:

Municipal and district administrations (DAs and MAs), municipal councils, municipal and district development councils, Regional Inspectorates of Environment and Waters, local economic and business associations, NGOs, citizens and media.

3. Suggested Draft Outline of the Publication

Goal of the Publication:

Forward (desirable): mayor or regional governor whose municipality/district administration is a “best practice” in organizing and benefiting from public participation meetings and who is recommending this publication to his/her colleagues from other municipalities and district administration.

Introduction: The introduction should explain why municipalities and district administrations should provide opportunity to citizens to take part into regional and local planning processes and to integrate global environmental issues (GEI) in their major planning documents.

Part1. Introduction to the Rio Conventions: which are the Rio Conventions, why their integration in regional and local planning is important. This part should contain at least one good practice case-study per Convention about the successful integration of the Conventions’ objectives into regional and/or local planning processes (or a combination of those). E.g. what problems were created at the local/regional level (e.g. their social, economic and environmental costs) without the Conventions’ implementation and how they were alleviated afterwards when concrete measures in relation to the Rio Conventions were implemented and demonstrate how public participation contributed to that process.

Part 2. This part should briefly explain the requirements to, and as well as the ensuing obligations to DAs and MAs, to apply international conventions at the local and regional level and give examples/directions how this should be reflected in district and municipal plans and strategies.

Part 3. This part should contain a brief review the relevant domestic and EU legislature and provide non-technical explanation as to what are the requirements to DAs and MAs (and other relevant regional and local administrations) for conducting public hearings on regional and municipal strategies for development, as well as spatial plans. In particular, this part should clarify: at which stage of the procedures for strategic and spatial planning the respective administrations should already consult the potentially interested stakeholders, how to take into consideration their opinions, what are the available formats for presenting planning documents to the public and which are the most appropriate. This section should also contain at least 3 good practices from Bulgaria and/or EU about a good public participation process and involvement into regional and local planning.

Part 4. This part should: give tips/guidelines to citizens how to participate in a productive/educating manner in public hearings; explain why public participation is important; what information should be sought in advance and where to look for it; who to “read” complicated and bulky plans and schemes.

4. Language and illustrations

The brochure should be produced in Bulgarian language, accompanied by a brief summary (up to 500 words) in English and have primarily non-technical, easy-to-read and grasp style of presentation. It should be accompanied with appropriate illustrations, schemes, etc. proposed by the consultants.

5. Volume of the brochure

Pages: 50, B5 format considering the following parameters per page:

400 Words

2600 Characters no spaces

2900 Characters with spaces

45 Lines

Times New Roman, shrift 9

Full color print

6. Other details

As part of the assignment the Subcontractor should review and take into consideration the following documents produced under the UNDP/GEF Rhodope Project:

- [*Integration of the UN Conventions on Biodiversity, Desertification and Climate Change in municipal planning and activity implementation, 2007*](#)
- [*Review of the Municipality Planning Responsibilities under the Bulgarian Legislation, 2006.*](#)
- *Other relevant publications provided by the Project and/or the Subcontractor.*

The development of the brochure will be done in coordination with PMU and the *Regional Policy and Management Systems* Directorate at the Ministry of Regional Development and Public Works.

Concept for the Training

Major goal of the training: to provide one-day training, each, to project-selected representatives of relevant NGO organizations and municipal and district administrations (and other relevant public institutions) regarding the major findings and aspects of the Brochure “*Stimulating Public Participation for Integrating Global Environmental Issues into Strategies and Plans for Regional Development and Spatial Planning in Bulgaria*”, developed as part of the Assignment

Aims:

- To provide DAs and MAs with practical skills how to improve their interaction with different stakeholders in the update of development plans and strategies, spatial development plans with a special focus on GEI integration in such documents.
- To train DAs and MAs about their obligations and, respectively, rights in the process of conducting and taking part into public discussions of planning documents at the local and regional level.
- To provide interested stakeholders from the Bulgarian NGO community with practical skills on how to effectively participate in public discussions and how to exercise and defend those rights, as well as to give them tips/advices on how to “read” planning documents to provide meaningful participation.

1. Format of the training:

- Duration and number of trainings: Two one-day trainings for mixed groups of public officials and NGO representatives (selected by the project)
- Average size of training groups: 25 people
- Number of trainers per group: 2 primary trainers and 2 facilitators
- Venue and timing of the trainings: first half of 2009, to be selected by the Project in consultation with the Subcontractor.

2. Target groups:

Representatives of municipal and district administrations (DAs and MAs), municipal councils, municipal and district development councils, Regional Inspectorates of Environment and Waters and other relevant institutions, who are in charge of development of strategic planning documents and consulting them with the public.

Representatives from local economic and business associations and NGOs active in areas such as: public participation and access to information; environmental protection, public health, spatial planning and regional development, etc.

3. Training and evaluation materials:

- Primary: the Brochure
- Secondary: summary hand-outs, exercises and Power Point Presentations developed by the Subcontractor.
- Training course evaluation forms developed by the Subcontractor.

4. **Language:** All the trainings and training materials should be produced in the Bulgarian language.

Proposal Submission Form

Dear Mr. Jackelen,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services for the development of a Brochure and Training Materials and Delivery of a Two-Day Training for NGOs and Public Officials on the Topic *Stimulating Public Participation for Integrating Global Environmental Issues into Strategies and Plans for Regional Development and Spatial Planning 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. Deliveries of any work, equipment, materials, and supplies, or services, under this contract shall be VAT exempted in accordance with art. 173 (1) of the VAT Act and the Additional Protocol to the SBAA between Republic of Bulgaria and UNDP (published in State Gazette #18 of 2005).

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 (BGN) excluding VAT
PART 1. Brochure Development:		
1.	Direct Costs (as per proposed scope of work, responsibilities and work plan)	
	Staff (e.g. project administrator, projects assistant, etc.)	
	Experts (e.g. short-term employed trainers, researchers)	
	Travel	
	Per Diem	
	Analysis and processing of information	
	Other (to be specified)	
2.	Management Support Cost	
	Supplies and consumables	
	Other (to be specified)	
Subtotal for PART 1:		
PART 2. Training Development and Delivery:		
	Direct Costs (as per proposed scope of work, responsibilities and work plan)	
	Staff (e.g. project administrator, projects assistant, etc.)	
	Experts (e.g. short-term employed trainers, facilitators)	
	Analysis and processing of information	
	Other (to be specified)	
	Management Support Cost	
	Supplies and consumables	
	Other (to be specified)	
Subtotal for PART 2:		
TOTAL AMOUNT (Part 1+ Part 2):		

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 Price Schedule.

Dated this day /month of year

Signature:
(Name and Title)

Template for the Assignment Proposal

For the RFP: “Development of a Brochure and Training Materials and Delivery of a Two-Day Training for NGOs and Public Officials on the Topic *Stimulating Public Participation for Integrating Global Environmental Issues into Strategies and Plans for Regional Development 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 demonstrate the Offeror’s responsiveness to the specifications in the ToR by identifying the specific components proposed, addressing the institutional, technical and HR requirements and demonstrating how the proposed methodology meets the specifications. It should more specifically describe: (i) the proposed approach for the brochure overall design, background information gathering and research, adaptation, as well as tasks division between the proposed team members; (ii) the proposed approach for the training course overall design and delivery.

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)
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III. Management and institutional capacity and expertise⁷

This section should provide a brief description of the Offeror’s present 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 below⁸:

⁷ In case a consortium of organizations applies, a brief description of the relevant capacity and experience of each consortium member, as well as the proposed role division among members, should be supplied.

⁸ The summarized information should be provided by each member of the consortium.

Main areas of entity/ company capacity and interest relevant to the ToR (list max three areas)	Number of entity/ company staff involved in each area	Assignments since 2000 undertaken on behalf of donor agencies (of all types, including domestic ones) <u>focusing on the same or related area, as the current proposal</u> . Provide title of the assignment, duration and budget (max five assignments)	Assignments (of <u>all types</u>) since 2000 undertaken on behalf of GEF implementing agencies (UNDP/World Bank/UNEP). Provide title of the assignment, duration and budget (max five assignments)	Most successful assignments since 2004 focusing on the same or related area, as the current proposal. Provide in an annex a short description (max 150 words) of the assignment, as well as contact details of the client. of (max three assignments)
1)	Full time Part time	Assignment 1 (title) (duration) (budget)	Assignment 1 (title) (duration) (budget)	Assignment 1: Assignment 2: Assignment 3:
2)		Assignment 2: (title) (duration) (budget)	Assignment 2: (title) (duration) (budget)	
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)
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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 provide 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 expected roles and division of work-load between the proposed team members In case a consortium of organizations applies, the work plan should clearly reflect the role distribution and expected input from each of the consortium members.

Table: summary of work-plan

Activity	Description	Month	Month	Month	Man-days per activity
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 comment on the proposed concept of the Brochure and Training (app. 500 words).

Further, based on the assignment ToR the Offeror is to present, in an annex, initial reference materials relevant to the specifications of the assignment and the Bulgarian context.

List of Abbreviations

AP	Assignment Proposal
BE	Bulgarian Entity
DA	District Administration
EA	Ecological Assessment (the Bulgarian term for SEA)
EIA	Environmental Impact Assessment
EU	European Union
GE	Global Environment
GEI	Global Environment Issues
GEF	Global Environmental Facility
GIS	Geographic Information System
GRDP	Greening Regional Development Programmes
IE	International Entity
MA	Municipal Administration
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
NEAA	National Evaluation and Accreditation Agency
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
RCP	Rio Conventions Project
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