



**Ministry of Climate Change, Environment and Energy**  
Republic of Maldives

**TERMS OF REFERENCE**  
**(IUL)438-ENV/438/2024/88**

**CONSULTANCY Service (Team)**

**To**

**Update the National Biodiversity Strategy and Action Plan**  
**“Early Action Support for the Global Biodiversity Framework Project”**

**Requesting for proposal (RFP) – Single Envelope**

**Issued on:** 23 May 2024

**Issued By:** Environment Management and Conservation Department

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## Section 1

**Tender Sheet**

Reference No:	Tender Reference		
1	<b><u>Tender Name: Consultancy Service to Update the National Biodiversity Strategy and Action Plan</u></b>		
2	<b><u>Bid Registration Timeline:</u></b> Time: -	Date: -	Email: -
3	<b><u>Bid queries submission timeline and Address:</u></b> <b>Location:</b> Ministry of Climate Change, Environment and Energy <b>Date:</b> 30/05/2024 (Thursday) <b>Time:</b> 11:00pm <b>Email:</b> procurement@environment.gov.mv <b>CC:</b> biodiversity@environment.gov.mv <b>Telephone No:</b> 3018300		
4	<b><u>Bid Clarification Deadline and Address:</u></b> <b>Location:</b> Ministry of Climate Change, Environment and Energy	<b>Date:</b> 30/05/2024 (Thursday)	<b>Time:</b> 12:00pm
5	<b><u>Proposal submission deadline:</u></b> <b>Location:</b> Ministry of Climate Change, Environment and Energy - Reception	<b>Date:</b> 06/06/2024 (Thursday)	<b>Time:</b> 10:00am
6	<b><u>Submission instruction</u></b> Proposals must be delivered in sealed envelopes titled  <b>“Do not Open Before 1005 hours on 06 June 2024 –Consultancy Services to Update the National Biodiversity Strategy and Action Plan” and the submitting party’s name and address</b>  Late proposals will be rejected.		

7	<p><b><u>Submission address</u></b></p> <p>Procurement Section  Ministry of Climate Change, Environment and Energy  Green Building, Handhuvaree Hingun, Maafannu  Male', 20392, Republic of Maldives  Email: <a href="mailto:procurement@environment.gov.mv">procurement@environment.gov.mv</a>  Website: <a href="http://www.environment.gov.mv">www.environment.gov.mv</a>  Project name:</p>	
8	<p><b><u>Bid Opening:</u></b></p> <p>Proposals will be opened in the presence of the proponents' representatives who choose to be present at the address below at the time of proposal opening.</p>	<p><b>Time:</b> 10:05am  <b>Date:</b> 06/06/2024 (Thursday)</p>
9	<p><b><u>Evaluation Criteria on Annex 13</u></b></p>	
<p><b><u>Note:</u></b></p>		

## Section 2

### Instruction for Bidders

#### A. General Information

- |                             |     |  |
|-----------------------------|-----|--|
| 1. Introduction             | 1.1 | This bid is opened to parties who can provide the goods/services mentioned in the tender sheet. The requirements of the goods/services have been detailed in the information sheet.  |
| 2. Eligible Bidders         | 2.1 | This bid is opened to all the registered businesses.   |
|                             | 2.2 | If any other parties except for the parties mentioned in 2.1 are eligible for proposing the bid it will be stated in the tender sheet.   |
| 3. Bid Document and signing | 3.1 | The bid must be complied as stated in the annex 1 along with the documents stated in the bidder's checklist as one whole document.   |
|                             | 3.2 | Bids must be typed in English language in an easy-to-read font. Or if written by hand, it should be legible. All pages of the tender shall bear the signature and stamp of the tenderer or his designee. Each page of the tender shall also be numbered in order to indicate the number of pages.  |
|                             | 3.3 | <p>3.3.1 If a person other than the Managing Director signs the bid, a copy of the "Power of Attorney" stating that the person is authorized to sign the bid should be submitted.</p> <p>3.3.2 If a person other than the managing partner of the partnerships signs the bid, a copy of the power of attorney stating that the person is authorized to sign the bid shall be submitted.</p> <p>3.3.3 If any person other than the Chairman of the Cooperative Societies signs the bid, a copy of the</p> |

Power of Attorney stating that the person is authorized to sign the bid shall be submitted.

- |                             |     |   |
|-----------------------------|-----|---|
| 4. Number of Bids submitted | 4.1 | Each bidder may submit 1 (one) bid. If any bidder submits more than one bid, all bids submitted by that bidder will be cancelled.   |
| 5. Cost of preparing Bid    | 5.1 | All expenses incurred in preparing and submitting the bid shall be borne by the bidder. The ministry shall not be responsible for any expenses incurred in this regard.   |
| 6. Other principles         | 6.1 | If the bidder is a close relative of an employee who works in the Ministry of Climate Change, Environment and Energy or any Ministry under the Ministry of Climate Change, Environment and Energy the bidder must disclose it in Disclaimer of Conflict of Interest form in annex. If such information is not disclosed the tender will be canceled without further notice. |

**B. Documents relating to the bid**

- |   |       |   |
|---|-------|---|
| 7. Sections of the tender book                    | 7.1   | Documents related to bid are included in the list below and in amendments.  |
|   | 7.1.1 | Bid Sheet (Section-1)   |
|   | 7.1.2 | Instructions to Bidders (Section-2)   |
|   | 7.1.3 | General and Special Provisions of the Agreement (Section-3)   |
|   | 7.1.4 | Annex (Section 4)   |
|   | 7.1.5 | Works Related Information (Section–5)   |
| 8. Clarification of information regarding the bid | 8.1   | It is the responsibility of the Bidder to obtain any further information regarding the information contained in this Bid Book or in connection with this Bid. |
|   | 8.2   | Amendments issued in accordance with Section 9.1 shall form part of the Bid   |

9. Changes to the tender 9.1 If it is deemed necessary to make a change to the bid before the expiry of the bid opening period, an amendment (deduction/addition) can may be made.
10. Language used in the tender 10.1 The bidder shall prepare the bid in Dhivehi or English in accordance with the sample given with the bid.

### **C. Preparation of bids**

11. Money used in the bid 11.1 The bidder shall submit the bid price in Maldivian Currency (MVR).
12. Proposing the price 12.1 If it is a GST registered entity, the price should be inclusive of GST. The amount paid for GST should be clearly stated.
13. Duration 13.1 The deadline for work should be submitted in days including holidays except Friday.
- 13.2 The period offered for the work shall be reasonable for the performance of the work.
- 13.3 The expiry date of the bid shall be at least 120 days from the date of submission of the bid.
- 13.4 If the bidder has given more time than the time given by the Ministry for the works specified in the bid, the bid will be rejected.

### **D. Submission of bids**

14. How to close the bid 14.1 The name, address and telephone number of the bidder shall be written on the outside of the envelope.
- 14.2 Bids should be submitted in a sealed envelope addressed as per the bid sheet.
15. Deadline for submission of bids 15.1 The deadline for submission of bids for this work or service will be mentioned in the bid sheet.
16. Procedure for late bids 16.1 Bids submitted after the deadline will not be accepted.
- 16.2 Bids sent by email and fax will not be accepted.

**E. Bid opening and evaluation**

- |   |   |
|---|---|
| 17. Bid opening   | <p>17.1 If the date scheduled for opening of bids is fixed as a public holiday by the Government for any reason, the opening of bids will be held on the deadline specified in the bid sheet of the next official day.</p> <p>17.2 Any problem with the calculation of qualifying tenders will be corrected as follows.</p> <p>17.3 If the amount in the bid differs from the amount in Dhivehi, the correct amount shall be deemed to be the amount in Dhivehi.</p>  |
| 18. Bid Evaluation                                      | <p>18.1 The Ministry reserves the right to reject bids if the required information and documents are not submitted in connection with the notice. The Ministry also reserves the right to reject incomplete bids after acceptance. The Ministry reserves the right to cancel bids if the prices offered are inadequate.</p>   |
| 19. Determination of the bidder                         | <p>19.1 The successful and unsuccessful bidders will be notified in writing. Following this notice, unsuccessful bidders shall be given 3 (three) days to submit a complaint relating to the bid. The reason for the unsuccessful bid shall be stated upon request by the complainant within this period.</p> <p>19.2 The contract with the successful bidder shall be signed after considering the submissions and answering the questions raised by the unsuccessful bidders within the period specified in 19.1.</p> |
| 20. Selection and notification of the successful bidder | <p>20.1 The agreement shall be signed after addressing the complaints and the questions raised by the unsuccessful bidders that have been submitted within the period specified in Article 19.1.</p>  |
| 21. Signing the agreement                               | <p>21.1 If the work is abandoned after signing the agreement or if the work is not completed after signing the agreement, action</p>  |



will be taken as per Chapter 11 of the Public Finance Regulation.

- 21.2 If the agreement is not signed within the stipulated time frame as stipulated in Chapter 11 of the Public Finance Regulation, the decision to award this work will be canceled and action will be taken as mentioned in Chapter 11 of the Public Finance Regulation.
- 21.3 The amount stated in the bid sheet shall be submitted as performance guarantee.

#### **F. securities to be Submitted**

- |   |   |
|---|---|
| 22. Bid Security                          | 22.1 The bid security of the unsuccessful bidders will be returned to them within 7 (seven) days from the date of notification to the successful bidder.  |
|   | 22.2 If a bidder withdraws from the bid after the opening of the bid or if the successful bidder cancels the bid after receiving the certificate of success, the bid security submitted by the bidder will be forfeited to the State. |
| 23. Advance and Advance payment guarantee | 23.1 If an advance is requested, the advance may be issued in accordance with the Public Finance Regulation.  |
|   | 23.2 Advance will be issued if the total value of the procurement exceeds MVR 250,000 (Two Hundred and Fifty Thousand Rufiyaa)  |
|   | 23.3 If an advance is requested, the advance shall be requested within 45 (forty-five) days of taking over the work.  |
|   | 23.4 If the advance is requested for, a security or guarantee issued by a government recognized bank or financial institution established in Maldives shall be submitted as advance payment guarantee.                                |

- 23.5 Advance shall not exceed 15% (fifteen percent) of the total cost of the work. The advance payment will be deducted from bills submitted during work or service provision in proportion to the total value of the contract.
24. Performance guarantee
- 24.1 If the bid price is above MVR.500,000/-, the successful bidder shall submit as performance guarantee a security or guarantee issued by a Government recognized bank or financial institution established in Maldives for this project.
- 24.2 If the successful bidder does not submit the performance guarantee within the period given to him, the decision to award the work will be canceled and the bid security submitted by the bidder will be forfeited to the State.
25. Case filing and case investigation
- 25.1 As per the Public Finance Regulation 11.02 filing and investigating of complaints against irregularities in a tender shall be submitted under the finance regulation circular number 13-K/CIR/2018/01 annex 17 through form PR-14.
- 25.2 As mentioned in Rule 11.02 of the Public Finance Regulation, irregularities in a tender shall be submitted in PR-14 form "Bidder Complaint Form-First Stage" in annex 18 of Finance Circular No. 13-K/CIR/2018/01.
- 25.3 Upon submission of irregularities in a tender as per Rule 11.02 of the Public Finance Regulation, within 14 (fourteen) days from the date of filing of the complaint, the matter shall be decided and the decision shall be sent to the complainant in writing under circular number 13-K/CIR/2018/01 annex 19 reply shall be prepared and notified in the PR-14 form (Response of Procurement Officer to the Tender Issue).
26. Submitting for Independent Review Committee for reconsideration
- 26.1 In submitting to the Independent Review Committee for administrative review of a tender as mentioned in Chapter 11.02 of the Public Finance Regulation, the tender issue shall be referred to in annex 21 of Public Finance Circular No. 13-K/CIR/2018/0 The complaint may be submitted to

the Independent Review Committee through Form PR-1  
(Appeal stage).

### **Section 3**

#### **General and special provisions of the agreement**

#### **27. Definitions**

- 27.1 "Owner of the Work" means a place within the jurisdiction of the Ministry required to carry out the Work.
- 27.2 "Contractor" means the person submitting the tender for the performance of the work.
- 27.3 "Work" means the service or works described in the tender sheet.
- 27.4 "Work Price" means the amount paid to the Contractor upon completion of the Work in accordance with the Agreement.
- 27.5 "Agreement" means the agreement between the Employer and the Contractor regarding the work.

#### **28. Exchange of documents**

- 28.1 The parties to this Agreement shall give all notices to each other in connection with this Agreement, generally in the Dhivehi and English language, in writing.
- 28.2 Documents sent from one party to the other shall be sent by hand or by registered post, or to the designated email address specified in the bid.
- 28.3 If you wish to change the address in this Agreement, you must notify the other party in writing.

#### **29. Assignment of work to a third party**

- 29.1 No assignment under this Agreement may be assigned to another party.

#### **30. Taking over of goods and services**

- 30.1 The date and time of delivery of the materials to the Ministry shall be notified to the Work Wheeler before the materials are delivered to the Ministry.

- 30.2 Once the materials are brought to the Ministry, the contractor (the Ministry) will take over the quantity of the materials.
- 30.3 The owner of work will check that the goods/services have been received as per the agreement after the Ministry takes over. If the work is completed in accordance with the specification after checking the quality, the goods/services will be deemed to have been received in accordance with the agreement. The service/goods provided in violation of the agreement will be returned.

**31. Contarct Duration**

- 31.1 The goods/services shall be delivered within the period specified in the agreement
- 31.2 In the event of an extension of the contractor's control or a natural event/disaster or manufacturing-related matter, the event/disaster or manufacturing-related event shall be submitted to the Contractor before the expiry of the deadline.
- 31.3 Even if an extension is requested for any reason, the extension will be granted in accordance with the Finance Rules.

**32. Penalty and cancellation of agreement**

- 32.1 If the work or services (excluding consultancy) are not completed within the agreed period, liquidated damages will be deducted in accordance with Article 10.65 of the Financial Rules.

32.2 If the total value of the bid is below MVR.5,000,000/-, the deduction shall be equal to the total value multiplied by 0.005 multiplied by the number of days exceeding the period.

$$\text{Liquidated Damages} = \text{CP} * 0.005 * \text{LD}$$

If the total value of the tender exceeds MVR. 5,000,000/-, the deduction shall be equal to the total value multiplied by 0.0025 multiplied by the number of days overdue.

$$\text{Liquidated Damages} = \text{CP} * 0.0025 * \text{LD}$$

CP (Contact Price): Total contract value

LD (Late Duration): days beyond the term of the contract

32.3 If the Contractor is required to pay for the period of delay, the bill submitted by the Contractor shall be paid for the remaining amount after deducting the amount specified in the bill.

32.4 The Ministry reserves the right to terminate the contract if the liquidated damages exceed 15% of the total cost of the work.

### **33. Termination of the Agreement**

33.1 The Ministry reserves the right to cancel the contract in whole or in part if it is found that the work is not being carried out as specified in the contract.

33.2 If the agreement is terminated for any reason, within 3 working days, the details of the work completed and unfinished work shall be signed by both parties. A list of all the Contractor's items at the work site shall be taken within 3 days. We cannot be held responsible for any problems with any of these items after this period.

- 34. Other things** 34.1 If, after signing the Agreement, the parties become aware that any law or regulation of the Government conflicts with this Agreement or if such law or regulation is enacted, this Agreement shall not be null and void. If such a provision becomes incorporated into this Agreement, both parties agree to maintain this Agreement without termination, albeit by amending such provision.
- 35. Taxes and other fees** 35.1 Taxes, customs duties, import license fees and any other fees payable in connection with this work shall be paid by the contractor.
- 36. Modification of the agreement (Amendments)** 36.1 Any provision of this Agreement may be modified only by agreement signed between the parties.
- 37. The law applicable to the agreement** 37.1 This Agreement shall be governed by, and enforced in accordance with, the laws and regulations of the Republic of Maldives.
- 38. Dispute** 38.1 If any dispute arising out of this Agreement cannot be resolved by negotiation between the parties, the matter shall be submitted to a court of law in Maldives.
- 38.2 Any deficiencies in this Agreement shall be resolved by negotiation between the parties. If not resolved, the case shall be referred to a court of law in Maldives.

## Section 4

### Annex 1

#### Documents and checklist to be submitted by the bidder

The following related documents shall be submitted for the bids to be considered sufficiently responsive.

Applicants should submit their proposals containing the following documents and applicable Technical Proposal – Standard Forms and Financial Proposal – Standard Forms under ANNEX 1.

#	Documents to be submitted	✓ / ✗	Page No:
<b>Technical Proposal</b>			
<b>1</b>	Proposal submission form - (Annex 2 -Tech Form 1) ( <b>signed by the owner of the entity or person with power of attorney to sign</b> )		
<b>2</b>	Approach, Methodology and Work Plan – (Annex 3 - Tech Form 2)		
<b>3</b>	A summary of the work plan must be presented in the format in Work Schedule (Annex 4 - Tech Form 3) showing in the form of a bar chart the timing proposed for each activity.		
<b>4</b>	Curriculum Vitae (CV) of the identified key Experts (Consultant). <b>Copy of academic certificates and reference letters</b> demonstrating experiences listed in this TOR (required experiences and other experiences relevant to this TOR must be specified clearly or highlighted) – (Annex 5 -Tech Form 4)		
<b>5</b>	Completed <b>Letter of Commitment (signed by the Team Leader and Team members)</b> – (Annex 6 -Tech Form 5 & 6)		
<b>6</b>	Cooperative Profile Sheet issued by the Ministry of Economic Development <b>Profile taken from website: <a href="http://www.business.egov.mv">www.business.egov.mv</a></b>		
<b>7</b>	Tax Clearance Report		
<b>8</b>	Experience Letter - Company		
<b>9</b>	Documentation of conflict or non-conflict of interest – (Annex 12)		
<b>Financial Proposal</b>			
<b>10</b>	Financial Breakdown Form – (Annex 7 -Form FIN – 1)		
<b>11</b>	Details of Financial Situation- (Annex 8- FIN FORM -2)		
<b>12</b>	Financial statements of the business for the year 2022,2021 & 2020		

<b>13</b>	Business entities that have not completed one year (from the date of business registration to date of bid announcement) are required to submit the bank statement of the business's bank account. (Bank statement should be from the date of account opening to date of bid announcement)		
<b>14</b>	Average Annual Turnover – (Annex 9 - FIN FORM – 3)		
<b>15</b>	Line of Credit Letter – (Annex 10 - FIN FORM -4)		
<b>16</b>	Current Contract Commitments / Work in Progress –(Anne 11 -FIN FORM 5)		

**Note 01:** All bidders should clearly identify **Key Experts** (herein referred to as the 'Consultant') carrying out the task. For bids submitted by Company/Institution, the Key Experts signed in Form 5 & 6 will be considered for the evaluation process.

**Note 02:** If bidder fails to submit **any of the above listed document**, their proposal will not be considered for further evaluation.



**Annex 2**  
**TECH FORM 1**

<b>Proposal Submission Form</b>				
<b>1. Bidder Information</b>				
1.1	Name:			
1.2	Address:			
<b>2. Project Information</b>				
2.1	Project Name:			
2.1	Tender No:			
<b>3. Minimum quantity, price and duration of the goods/services offered</b>				
<b>Detail</b>		<b>Price</b>	<b>Gst (8%)</b>	<b>Total</b>
<b>Duration:</b>				
<b>4. Declaration:</b>				
4.1	After due consideration of the information given for the provision of the above-mentioned works/services and the provisions of the Agreement, I / We hereby tender for the provision of these works or services at the above-mentioned price.			
4.2	I / We agree to accept and comply with this tender for 120 days from the date of submission. If the owner requests to sign the agreement within this period, I agree to sign the agreement and work in accordance with the agreement.			
<b>5. On Behalf</b>				
<b>Name:</b>		<b>Signature</b>	<b>Stamp</b>	
<b>Designation</b>				
<b>Date</b>				

**Annex 3**  
**TECH FORM 2**

**Approach, Methodology and Work Plan**

*[Technical approach, methodology and work plan are key components of this Proposal. the Consultant is suggested to submit Proposal with the following areas clearly described:*

- a) Methodology for each activity,*
- b) Work Plan*

**a) Technical Approach and Methodology**

*[In this chapter the Consultant should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.]*

**b) Work Plan**

*[In this chapter the Consultant should highlight the main activities and sub-activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.]*



**Annex 5**  
**TECH FORM 4**

<b>Curriculum Vitae</b>		
1.	Name of Consultant:	
2.	Education:	<i>[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:</i>
3.	Membership of professional associations	
4.	Other Training	
5.	Countries of work experience	<i>[List countries where the Consultant has worked in the last ten years]:</i>
6.	Languages	<i>[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:</i>
7.	Experience/ employment record	<i>[Starting with present position, list in reverse order every employment held the Consultant since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]</i>  From [Month/Year] – To [Month/Year]: Employer: Positions held: Job description:
8.	Summary of projects / assignments undertaken / role	Name of project/ assignment: Experience classification: General / specific Scope of project/ assignment: From [Month/Year] – To [Month/Year]: Positions held:
9.	Past commitments in projects with the	Name of the Contract/Project: From [Month/Year] – To [Month/Year]:

	Ministry of Environment, Climate Change and Technology	Positions held: Summary of role
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**Annex 6**  
**TECH FORM 5**

**Letter of Commitment**

**(Team Leader)**

[ Location, Date]

To: [Name and address of Client]

Ref no: \_\_\_\_\_

Dear Sir/Madam,

I am writing to confirm my availability to provide services as the **/Team Leader to Consultancy Service for Development of Natural Capital Accounting**”- for the Ministry of Environment, Climate Change and Technology.

I undertake, if this proposal is accepted, to complete and deliver the whole of the services assigned to me in the scope of services.

I undertake, if this proposal is accepted upon receipt of the Ministry of Environment, Climate Change and Technology’s notice, to commence performance of the services with due expedition and without delay.

Yours sincerely,

Name:

ID card No:

Date:

Signatory:

***Note: CV should be submitted along with the supporting documents of the Team Leader (CV without the supporting documents will be rejected)***

**TECH FORM 6**

**Letter of Commitment**

**(Team Members)**

[ Location, Date]

To: [Name and address of Client]

Ref no: \_\_\_\_\_

Dear Sir/Madam,

I am writing to confirm my availability to provide services as the **Specialist** (Specify) to “**Consultancy Service for Development of Natural Capital Accounting**”- for the Ministry of Environment, Climate Change and Technology.

I undertake, if this proposal is accepted, to complete and deliver the whole of the services assigned to me in the scope of services.

I undertake, if this proposal is accepted upon receipt of the Ministry of Environment, Climate Change and Technology’s notice, to commence performance of the services with due expedition and without delay.

Yours sincerely,

Name:

ID card No:

Date:

Signatory:

***Note: CV should be submitted along with the supporting documents of the Team Leader (CV without the supporting documents will be rejected)***

**Annex 7**  
**FIN FORM 1**

**Financial Breakdown Form**

**Date:**

**Reference No:** (generated by the proponent)

<b>No.</b>	<b>Description</b>	<b>Price/Unit (MVR)</b>	<b>Total</b>
1	Inception workshop		
2	National Biodiversity Strategy and Action Plan		
3	Implementation Plan for NBSAP		
4	Monitoring Framework for NBSAP		
5	Stakeholder Consultations		
6	Awareness and Outreach Program		
<b>Total:</b>			
<b>GST 8%</b>			
<b>Total with GST</b>			

**The quotation is valid for 120 days from the date of bid opening.**

Indicate the total cost with detail cost to be paid in **Maldivian Rufiyaa (MVR)**.

Note: The total contract price should be quoted inclusive of Goods and Services Tax (GST) or any applicable axes as per the Tax Legislation and must be shown in the breakdown.

Authorized Signature and stamp

(PROJECT OR DEPARTMENT)



**Annex 8**

**FIN FORM 2**

**Details of Financial Situation**

If the business has been registered for more than a year bidder must fill in this form

Financial Data for Previous 3 Years [MVR Equivalent]			
	Year 2022	Year 2021	Year 2020

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Working Capital			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Bidder.
- Historic financial statements must be complete, including all notes to the financial statements.

- Historic financial statements must correspond to accounting periods

**Annex 9**

**FIN FORM 3**  
**Average Annual Turnover**

Each Bidder must fill in this form

Annual Turnover Data for the Last 3 Years		
Year	Amount Currency	MVR Equivalent
2022		
2021		
2020		
<b>Average Annual Turnover</b>		

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for contracts in progress or completed at the end of the period reported.

**Annex 10**

**FIN FORM 4**

**Line of Credit Letter**

*[letterhead of the Bank/Financing Institution/Supplier]*

*[date]*

**To:***[Name and address of the Contractor]*

Dear,

You have requested {name of the bank/financing institution) to establish a line of credit for the purpose of executing {insert Name and identification of Project}.

We hereby undertake to establish a line of credit for the aforementioned purpose, in the amount of {insert amount}, effective upon receipt of evidence that you have been selected as successful bidder.

This line of credit will be valid through the duration of the contract awarded to you.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Annex 11**

**FIN FORM 5**

**Current Contract Commitments/Works in Progress**

Tenderers and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>No</b>	<b>Name of contract</b>	<b>Employer, contact address/tel/fax</b>	<b>Value of outstanding work (current MVR equiv)</b>	<b>Estimated completion date</b>	<b>Average monthly invoicing over last six months (MVR/month)</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

**Annex 12**  
**DISCLAIMER FOR CONFLICT OF INTEREST**  
*Each Applicant must fill in this form*

<b>Tender Name:</b>	<b>Consultancy Services for the Updating of the National Biodiversity Strategy and Action Plan</b>
<b>Advertisement No:</b>	Click here to enter text.
<b>Advertisement Date:</b>	Click here to enter text.

*I/We, the undersigned as the bidder, submitting the tender in respect of call for captioned tender, confirm:*

- *that should I/We have any “close relative” or “close associate” working at Ministry of Climate Change, Environment and Energy, I/We will disclose that information with this form. In this instance “close relative” and “close associate” represents the meaning stated in Section 19 of Regulation Number: 2023/R-158 (Public Finance Regulation);*
- *that I/We will disclose any conflict of interest in connection to the contract with this form. A conflict of interest may arise in particular as a result of economic interests, political or national affinities, or any other relevant connection or shared interest;*
- *that I/We will inform the at Ministry of Climate Change, Environment and Energy, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest;*
- *that I/We have not made, and will not to make, any offer of any type whatsoever from which an advantage can be derived under the contract;*
- *that I/We have not granted, sought, attempted to obtain or accepted and will not grant, seek, attempt to obtain, or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract;*
- *that I/We understand that the at Ministry of Climate Change, Environment and Energy reserves the right to verify this information and that I am/We are aware of the consequences which may derive from any false declaration in respect of the information required by the awarding body as a condition of participation in the contract procedure.*

**YES**, I/We have **“close relative” or “close associate”** please find the Details below.

Name of the Staff(s):

NID Card No.:

Relationship with the Staff:

**NO**, I/We do not have **“close relative” or “close associate”**

**Details of the Bidder**

Name of the Bidder:		Stamp of the Bidding Company	
Signature of the Bidder:		Date:	

## Annex 13

### Criteria to be used for evaluation of bids

Technical Score	
The following criteria will be applied during the evaluation of the proposals and attention should be paid while preparing the proposals. Points will be awarded only for assignments with supporting documents.	
(A) Company:	
<p><b>Company Profile</b></p> <p>Provide here a brief description of the background and organization of your company, and – in case of a joint venture  <i>20 points for company profile related to the scope of work of this TOR and 20 points for organisational structure including the required expertise under this TOR</i></p>	40
<p><b>No. of similar project / assignments</b></p> <p><i>20 points for each documented assignment, up to a maximum of 3.</i></p>	60
<p><b>Total A=</b></p>	100
(B) Project Team	
<p><b>NBSAP Revision Coordinator (Team Leader):</b></p> <p><i>Minimum Qualifications: (30 points)</i></p> <p>Minimum Master’s degree related to biodiversity conservation or environment management, environment science or related field</p> <p><i>Other Qualifications (30 points):</i></p> <p>Ten (10) years of experience in a related field or similar 3 assignments (10 points each) (reference letters and/ or submit evidence via publications</p>	60

<p>Stakeholder Engagement Specialist (Team Member)</p> <p><i>Minimum Qualifications (20 points):</i></p> <p>Minimum Bachelor’s Degree in Environment Management / Science or related field</p> <p><i>Other Qualifications (20 points):</i></p> <p>Five (5) years of experience in a related field or similar 2 assignments – 10 points each (reference letters and/ or submit evidence via publications)</p>	40
<p>Total B=</p>	100
<p>(C) Approach, methodology and work plan</p>	
<p>Approach and methodology</p> <p><i>a) Demonstration of an understanding of the objective of the assignment in the context of the project - 30 points</i></p> <p><i>b) Proposal on methodology on carrying out the activities - 30 points</i></p>	60
<p>Work Plan.</p> <p><i>a) Proposed main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client and delivery dates of the reports - 10 points</i></p> <p><i>b) Work plan being consistent with proposed Technical Approach and Methodology – 20 points</i></p> <p><i>c) Work schedule – 10 points</i></p> <p>{ Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }</p>	40



Total C=	100
<p>Technical Score:</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights for each position. Only Specialists who meet the minimum qualification requirements will be qualified for technical evaluation.</p> <p>Technical score (St) = <math>A/100*[W1] + B/100*[W2] + C/100*[W3]</math></p> <p><b>Note: Only the proposals that will obtain a minimum of 60% out of 100 obtainable points will be qualified for the financial evaluation.</b></p>	

Financial Score:	
<p>The formula for determining the financial scores is the following:</p> <p><math>S_f = 100 * F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the <u>lowest price</u> and <math>F</math> is the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p><math>T = [0.6]</math>, and <math>F = [0.4]</math></p>	

## FINANCIAL SITUATION EVALUATION

To be eligible the financial statements of the bidding party must show, minimum annual turnover of **MVR 200,000**, for the year 2022,2021 and 2020. (**Form FIN-1 Annual Turnover**)

(or)

To be eligible the financial statements of the bidding party must show, Minimum value of **MVR 200,000**, for liquid asset, for the year 2022,2021 and 2020. – (**Form FIN -2: Financial Situation**)

(or)

Business entities that have not completed one year (from the date of business registration to date of bid announcement) are required to submit the bank statement of the business's bank account. (bank statement should be from the date of account opening to date of bid announcement). To be eligible the business's bank statement must show a credit balance of minimum **MVR 200,000**

(or)

If bidding party is unable to meet any of the above requirement they shall submit 'Line of Credit Letter' As per the template in fin form 4. Credit limit shall be no less than **MVR 200,000** – (**Form Fin -4: Line of Credit Letter**)

## PRIORITY TO MSME'S

### **Below MVR 2,500,000**

Among bidders who pass the technical and financial evaluation, Micro, Small and Medium Enterprises (MSME's) will be assessed accordingly: The bidder with the highest ranking with a proposed price that doesn't exceed 15% of the price of the bidder with the overall highest ranking will be awarded.

Among bidders who pass the technical and financial evaluation if there is no bidder as described in (a), bidders who belong to the same island as the project is carried out will be assessed accordingly: The bidder with the highest ranking with a proposed price that doesn't exceed 10% of the price of the bidder with the overall highest ranking will be awarded.

Among bidders who pass the technical and financial evaluation if there is no bidder as described in (a) and (b), bidders who belong to the same atoll as the project is being carried out is checked and assessed accordingly: The bidder with the highest ranking with a proposed price that doesn't exceed 5% of the price of the bidder with the overall highest ranking will be awarded.

Among bidders who pass the technical and financial evaluation if there is no bidder as described in (a), (b) and (c), all Maldivian bidders will be checked and assessed accordingly. The bidder with the highest ranking with the lowest proposed price will be awarded

Among bidders who pass the technical and financial evaluation if there is no bidder as described in (a), (b), (c) and (d) all bidders will be assessed accordingly. The bidder with the highest ranking with the lowest proposed price will be awarded

### **Above MVR 2,500,000 – MVR 5,000,000**

(a) Among bidders who pass the technical and financial evaluation, those bidders who belong to the same island as the project is carried out will be assessed accordingly: The bidder with the highest ranking with a proposed price that doesn't exceed 10% of the price of the bidder with the overall highest ranking will be awarded

(b) Among bidders who pass the technical and financial evaluation if there is no bidder as described in (a), bidders who belong to the same atoll as the project is being carried out is checked and assessed accordingly: The bidder with the highest ranking with a proposed price that doesn't exceed 5% of the price of the bidder with the overall highest ranking will be awarded.

(c) Among bidders who pass the technical and financial evaluation if there is no bidder as described in (a) and (b), all Maldivian bidders will be checked and assessed accordingly. The bidder with the highest ranking with the lowest proposed price will be awarded.

(d) Among bidders who pass the technical and financial evaluation if there is no bidder as described in (a), (b) and (c), all bidders will be assessed accordingly. The bidder with the highest ranking with the lowest proposed price will be awarded.

### **CRITERIA ON CLASSIFYING REGIONAL BASED BUSINESS**

a) Check the bidders permanent address, if the bidder is a sole proprietorship

b) Check the island to which the business is registered, if the bidder is not a sole proprietorship

c) The bidder will be considered as a business working in one certain area, as per (a) and (b) accordingly:

- If the bidder is a sole proprietorship, the bidder's registered permanent address as of 1st January of the year the invitation for bid was issued will be considered OR

- If the business had been registered before the year in which the invitation for bid was issued, the island to which the business was registered as of 1st January of the year the invitation for bid was issued will be considered

OR

If the business had been registered within the year in which the invitation for bid was issued, the island to which the business was first registered will be considered.

## ADDITIONAL INFORMATION

Ministry of Climate Change, Environment and Energy has overall responsibility for the management of the contract and contractual reporting obligations.

Documents and data provided by the government for the purpose of this assessment which is not of public nature shall be considered confidential and should not be disclosed to any other party.

All outputs and materials produced as part of this TOR shall be handed over to the project at the end of the contract and will become the sole property of Ministry of Climate Change, Environment and Energy.

Obtaining any necessary visa and documents are the responsibility of the proponent. MoCCEE will only provide a visa facilitation letter if necessary.

For the workshop and trainings: invitations, catering and venue will be financed directly by the project. This cost should NOT be included in the price quotation.

For domestic travel: land and sea travel (as per the schedule provided and agreed upon) will be directly financed by the project. **This does not include the DSA.**

**Section 5**  
**Details of services/materials/work required**

**Introduction and Background**

Article VI (a) of the Convention on Biological Diversity (CBD) calls for the development of “national strategies, plans or programmes for the conservation and sustainable use of biological diversity or adapt for this purpose existing strategies, plans or programmes which shall reflect, inter alia, the measures set out in this Convention relevant to the Contracting Party concerned”. Following on this, Parties to the Convention are required to prepare National Biodiversity Strategy and Action Plans (NBSAPs) to implement CBD strategies. Accordingly, Maldives prepared its first NBSAP in 2002. Since its preparation, NBSAP was widely used as guidance for other national policies, work plans and regulations on biodiversity. However, after 10 years, status and trends of, and threats to biodiversity have changed. Similarly, strategies of CBD and national policies on biodiversity have undergone changes during this period. To align the Strategic Plan for Biodiversity 2010 – 2020 and its Aichi Biodiversity Targets, Maldives revised its NBSAP in 2016. This is the NBSAP 2016 – 2025 which is currently being implemented in the Maldives.

Last year, the Kunming Montreal Global Biodiversity Framework (KMGBF) was adopted at the 15<sup>th</sup> Conference of the Parties to the Convention on Biological Diversity. This is the post 2020 global biodiversity framework which again requires all Parties to revise their NBSAPs to align with the new targets of the KMGBF.

The Government of Maldives has received funding through Global Environment Facility for the alignment of the KMGBF into the NBSAP. This Project known as “Global Biodiversity Framework Early Action Support (GBF EAS)” is assisted by UNDP and is comprised of the following components.

- Component 1: Review of NBSAP for alignment with the post-2020 GBF
- Component 2: Assessment of monitoring systems
- Component 3: Policy and institutional alignment and review for coherence with Global Biodiversity Framework

The Ministry of Climate Change, Environment and Energy (MoCCEE) is now seeking a “NBSAP Revision Consultant” and a “Stakeholder Engagement Specialist” for the duration of 10 months to complete activities under Component 1 and 2 of the GBF EAS Project.

**Objective**

Main objective of the assignment is the revision of the National Biodiversity Strategy and Action Plan.

**Scope of Assignment**

Rapid review of NBSAP for alignment with the post-2020 GBF

- A rapid review of NBSAP is conducted: A rapid review of key thematic areas in the NBSAP is conducted to determine coherence between national targets and actions with the new goals and action targets of the GBF.
- National targets are reviewed and updated: National targets are updated to take on board the GBF and relevant SDGs, and to be made operational (i.e., measurable, costed, spatially explicit where appropriate, grounded in programs).
- NBSAP is reviewed and updated: Subject to national planning cycles, the existing NBSAP is reviewed for updates through an inclusive whole-of-government process to be in line with the GBF, and as appropriate, minor revisions are made, with the necessary consultations and processes for the plans to be nationally approved in due time. In addition, Parties will be encouraged to review NBSAPs for effectiveness and implementation. This will match what is proposed in SBI3/11/Add4 which describes the relationship between national and global targets.

Component 2: Assessment of monitoring systems

- A Gaps in monitoring systems are assessed and identified: Gaps are assessed in the existing data and knowledge systems and institutional monitoring systems and frameworks for monitoring the status and trends of biodiversity, and other elements of the targets and

indicators of the NBSAP, and for the headline indicators of the global monitoring framework.

- Monitoring action plan is developed: A plan for enhancing monitoring systems is developed to respond to the updated national targets and GBF, along with an initial costing of monitoring systems, and sequencing of investment support to fill the monitoring gaps.

**Requirements for Experience and Qualifications**

To be eligible for this assignment, the Consultant must demonstrate (through reference letters and/ or submit evidence via publications) past experience in performing the services (description of similar assignments, Value of such assignments)

In executing this TOR, the consultancy is expected to meet the following eligibility criteria and should provide CVs and commitment letters of the following requirements:

#	Post	Nos
1	<b>NBSAP Revision Consultant</b>	1
2	<b>Stakeholder Engagement Specialist</b>	1

- Details of any other support persons and positions must be included in Technical Form 4,5 and 6.
- The team leader shall be one of above Consultant; who will be responsible for all the deliverables, who would also be the main focal point for all the communications.

**1. NBSAP Revision Consultant**

- *Minimum qualification and experience:*
  - Minimum Master’s degree related to biodiversity conservation or environment management, environment science or related field
  - Ten (10) years of experience in a related field or similar 3 assignments (10 points each) (reference letters and/ or submit evidence via publications)



## 2. Stakeholder Engagement Specialist.

- *Minimum Qualifications (20 points):*
  - Minimum Bachelor's Degree in Environment Management / Science or related field
- Other Qualifications (20 points):
  - Five (5) years of experience in a related field or similar 2 assignments – 10 points each (reference letters and/ or submit evidence via publications)

### **Indicative Tasks**

The specific responsibilities that are needed to achieve the above scope of work are described below.

- **Workplan**
- **Inception Workshop for NBSAP and Monitoring Framework**
  - Develop draft national targets and draft indicators in the inception workshop for the NBSAP revision process with the NBSAP Technical Committee
- **Preparation of NBSAP Implementation Plan**
- **Stakeholder consultations:**
  - Arrange and conduct stakeholder consultation workshops across the Maldives: The process of NBSAP revision and development of the monitoring framework should be thorough process involving stakeholders across the country from all sectors, society and local communities. The national consultation process included representation from all the 20 administrative atolls of the Maldives by taking previous NBSAP revision process as a guidance.
- **Preparation of NBSAP implementation plan**
  - Prepare a detailed implementation plan with the estimated cost of each activity and the responsible organization for implementation.
- **Validation Workshop for revised NBSAP and Monitoring Framework**
  - Arrange and conduct a validation workshop for the revised targets and indicators and other elements of the NBSAP
- **Peer review of final NBSAP and Monitoring Framework**
  - Facilitate the peer reviewing of the final revised NBSAP

<ul style="list-style-type: none"> <li>▪ <b>President’s Endorsement</b> <ul style="list-style-type: none"> <li>▪ Complete all the processes required for obtaining the President’s endorsement for the revised NBSAP</li> </ul> </li> <li>▪ <b>Awareness and Outreach materials for NBSAP</b></li> </ul>					
<b>Duration of the Consultancy</b>					
Duration of the assignment is 10 calendar months upon signing the contract.					
Deliverables & Payment Schedule					
No.	Deliverables	Details	Duration	Payment Schedule	Output
1	Workplan	Final workplan with details on sub activities	1 <sup>st</sup> month	10%	Workplan approved by Technical Committee
2	Inception Report	Should include draft targets of the revised NBSAP and associated indicators for the monitoring framework.			Inception report and Inception workshop
3	Draft strategies and targets for the NBSAP	Draft strategies and targets to be approved by the Technical Committee			Draft strategies
4	Stakeholder consultations	Minimum 8 stakeholder workshops throughout the Maldives and 2 national stakeholder workshops and their reports	2 <sup>nd</sup> month	30%	Stakeholder consultation reports
5	Zero draft of the revised NBSAP	For internal comments and for Technical Committee	5 <sup>th</sup> month	20%	NBSAP Zero Draft

	and monitoring framework				
6	NBSAP implementation plan	As part of the NBSAP and for stakeholder consultations	6 <sup>th</sup> month	10%	NBSAP draft implementation plan
7	First draft of the revised NBSAP and monitoring framework for internal comments	First draft of the NBSAP with the implementation plan	6 <sup>th</sup> month		First draft of NBSAP and implementation plan
8	Stakeholder consultations	Bilateral meetings and stakeholder workshops for the finalisation of the draft	6 <sup>th</sup> month		Stakeholder meetings and workshop
9	Second draft of revised NBSAP and monitoring framework for Technical Committee	Second draft of the NBSAP for Technical Committee review	6 <sup>th</sup> month		Second draft of the revised NBSAP and implementation plan
10	Validation workshop and Report	One national validation workshop and workshop report	7 <sup>th</sup> month	10%	Validation workshop and report
11	Proof reading and final editing and final revised NBSAP and	Final NBSAP ready for the President's endorsement	8 <sup>th</sup> month	10%	Final NBSAP

	Monitoring Framework with implementation plan				
12	Awareness and outreach for NBSAP	For nationwide awareness	9th and 10th month	10%	Awareness and outreach materials
<b>Total:</b>				<b>100%</b>	

**PROVISION OF MONITORING AND PROGRESS CONTROLS**

Consultant is expected to work closely with the Environment Management and Conservation Department (EMCD) of the Ministry of Climate Change, Environment and Energy, EAS GBF Technical Committee and other stakeholders of the project.

The Consultant shall attend progress meetings once every MONTH with the EMCD team members in post(s) under section 8 (Requirements for Experience and Qualification) must participate in the progress meetings. Team members in post(s) under section 8 are required to be present in person for the following:

- Inception Workshop
- Stakeholder Consultation Workshops
- Presentation of Reports
- Validation Workshop

For meetings held under this consultancy, the Minutes of Meeting must be provided to the EMCD within 5 days of the meeting.