



Ministry of Climate Change, Environment and Energy
Republic of Maldives

TERMS OF REFERENCE

IULAAN NO: (IUL)438-CCD/438/2024/374

**Consultancy Service for Enhancing Knowledge Management Capabilities and
Functionality of the Ministry's Website – Phase 2**

Second Announcement

Request for proposal (RFP) – Single Envelope

Issued on: 20th August 2024

Issued By: Capacity Building for Improved Transparency of Climate Change Mitigation and
Adaptation Actions in the Maldives Project (CBIT Maldives)



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Section 1

Tender Sheet

Reference No:	Tender Reference		
1	<u>Tender Name:</u> Consultancy Service for Enhancing Knowledge Management Capabilities and Functionality of the Ministry's Website – Phase 2		
2	<u>Bid Registration Timeline:</u> Time: NA	Date: NA	Email: NA
3	<u>Pre-Bid Data:</u> Location: NA	Time: NA	Date: NA
4	<u>Deadline for Bid queries submission:</u> Date: 28 th August 2024 Time: 12:00 hrs Email: procurement@environment.gov.mv CC: cbit@environment.gov.mv Telephone No: 3018300		
5	<u>Deadline for Publishing Bid</u> <u>Clarification:</u> Location: NA	Date: 29 th August 2024	Time: NA
6	<u>Proposal submission deadline:</u> Location: Ministry of Climate Change, Environment and Energy - Reception	Date: 5th September 2024	Time: 10:00am
7	<u>Submission instruction</u> Proposals must be delivered in sealed envelopes titled “Do not Open Before 5th September 2024 at 10:05 hours – Consultancy Service for Enhancing Knowledge Management Capabilities and Functionality of the Ministry's Website – Phase 2 - (IUL)438-CCD/438/2024/374” and the submitting party’s name and address		

	Late proposals will be rejected.	
8	<p><u>Submission address</u></p> <p>Procurement Section Ministry of Climate Change, Environment and Energy Green Building, Handhuvaree Hingun, Maafannu Male', 20392, Republic of Maldives Email: procurement@environment.gov.mv Website: www.environment.gov.mv Project name: Capacity Building for Improved Transparency of Climate Change Mitigation and Adaptation Actions in the Maldives (CBIT Maldives)</p>	
7	<p><u>Bid Opening:</u></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>Time: 10:05 hours</p> <p>Date: 5th September 2024</p>
8	<u>Evaluation Criteria on Annex 13</u>	
<u>Note:</u>		

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 Power of Attorney stating that the person is authorized to sign the bid shall be submitted.</p> |

- | | | |
|-----------------------------|-----|---|
| 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.Contract 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:
Technical Proposal			
1	Proposal submission form - (Annex 2 -Tech Form 1) (signed by the owner of the entity or person with power of attorney to sign)		
2	Approach, Methodology and Work Plan – (Annex 3 - Tech Form 2)		
3	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.		
4	Curriculum Vitae (CV) of the identified key Experts (Consultant). Copy of academic certificates and reference letters 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)		
5	Completed Letter of Commitment (signed by the Team Leader and Team members) – (Annex 6 -Tech Form 5 & 6)		
6	Cooperative Profile Sheet issued by the Ministry of Economic Development Profile taken from website: www.business.egov.mv		
7	Tax Clearance Report		
8	Experience Letter – (Business)		
9	Documentation of conflict or non-conflict of interest – (Annex 12)		
Financial Proposal			
10	Financial Breakdown Form – (Annex 7 -Form FIN – 1)		
11	Details of Financial Situation- (Annex 8- FIN FORM -2)		
12	Financial statements of the business for the year 2021,2022&2023		

13	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)		
14	Average Annual Turnover – (Annex 9 - FIN FORM – 3)		
15	Line of Credit Letter – (Annex 10 - FIN FORM -4)		
16	Current Contract Commitments / Work in Progress – (Annex 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 **Business**, the **Key Experts** signed in **Form 5** 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

Proposal Submission Form				
1. Bidder Information				
1.1	Name:			
1.2	Address:			
2. Project Information				
2.1	Project Name:			
2.1	Tender No:			
3. Minimum quantity, price and duration of the goods/services offered				
Detail		Price	Gst (8%)	Total
Duration:				
4. Declaration:				
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.			
5. On Behalf				
Name:		Signature	Stamp	
Designation				
Date				

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 4
TECH FORM 3
Work Schedule

Consultancy Service for																
Deliverables	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15 Week 104

Annex 5
TECH FORM 4

Curriculum Vitae		
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	<p><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></p> <p>From [Month/Year] – To [Month/Year]:</p> <p>Employer:</p> <p>Positions held:</p> <p>Job description:</p>
8.	Summary of projects / assignments undertaken / role	<p>Name of project/ assignment:</p> <p>Experience classification: General / specific</p> <p>Scope of project/ assignment:</p> <p>From [Month/Year] – To [Month/Year]:</p> <p>Positions held:</p>
9.	Past commitments in projects with the	<p>Name of the Contract/Project:</p> <p>From [Month/Year] – To [Month/Year]:</p>

	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 **Lead Website Developer (Team Leader)** to “**Consultancy Service for Enhancing Knowledge Management Capabilities and Functionality of the Ministry's Website – Phase 2**” - for the Ministry of Climate Change, Environment and Energy.

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 Climate Change, Environment and Energy’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.

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 **Website Developer to Consultancy Service for Enhancing Knowledge Management Capabilities and Functionality of the Ministry's Website – Phase 2** - for the Ministry of Climate Change, Environment and Energy.

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 Climate Change, Environment and Energy'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.

Annex 7
FIN FORM 1

Financial Breakdown Form

Date:

Reference No: (generated by the proponent)

No.	Description	Price/Unit (MVR)	Total
1	Review and approval of Dynamic Home Page and Events section rollout on Ministry website.		
2	Review and approval of Jobs Section, Project Section and Tender Section rollout on Ministry website.		
3	Review and approval of: <ul style="list-style-type: none"> • Migration to New Hosting Platform, • Additional Features incorporating • Training materials and sessions for the Ministry's staff on website management 		
4	Maintenance period		
Total:			
GST 8%			
Total with GST			

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

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 2023	Year 2022	Year 2021

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
2023		
2022		
2021		
Average Annual Turnover		

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.

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

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

Tender Name:	Click here to enter text.
Advertisement No:	Click here to enter text.
Advertisement Date:	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

Preliminary Evaluation	
<p>1) The Client will determine if the Bidder has the financial capacity to undertake this consultancy according to the “FINANCIAL SITUATION EVALUATION” presented below. If the bidder does not meet the financial capacity evaluation, then the party will be disqualified.</p> <p>2) The Client will determine if the Expert identified by the Bidder for this consultancy meets the minimum requirements as section 5 - Details of services/materials/work required. If the minimum set qualification and skills, general and specific professional experience is not met, then the party will be disqualified.</p>	
Technical Score	
<p>The following criteria will be applied during the technical evaluation of the proposals. Points will be awarded only for assignments with supporting documents.</p>	
(A) Project Team	
<p>Lead Website Developer (Team Leader)</p> <p><i>Minimum Academic Qualifications:</i></p> <p>Minimum Qualifications: Level 5 standard approved by Maldives Qualifications Authority in the field of Software Engineering, web development or relevant field</p> <p><i>Experience:</i></p> <ol style="list-style-type: none"> a) At least 5 years of hands-on experience in website development and maintenance. b) Experience and advanced knowledge in web design, programming languages, database technologies, content management systems (such as JavaScript, jQuery, HTML, XHTML, WordPress, Laravel, CSS, XML, MySQL, SQL Server, .Net frameworks, PHP); c) Proven track record of successfully implemented project in website development and maintenance using WordPress. d) Demonstrated expertise in identifying and resolving plugin compatibility issues. e) Familiarity with web security best practices and implementation. 	60

<p>Website Developer</p> <p><i>Minimum Academic Qualifications:</i></p> <p>Minimum Qualifications: Level 5 standard approved by Maldives Qualifications Authority in the field of Software Engineering, web development or relevant field.</p> <p><i>Experience:</i></p> <ul style="list-style-type: none"> a) At least 4 years of hands-on experience in website development and maintenance. b) Experience and advanced knowledge in web design, programming languages, database technologies, content management systems (such as JavaScript, jQuery, HTML, XHTML, WordPress, Laravel, CSS, XML, MySQL, SQL Server, .Net frameworks, PHP); c) Proven track record of successfully implemented project in website development and maintenance using WordPress. d) Demonstrated expertise in identifying and resolving plugin compatibility issues. e) Familiarity with web security best practices and implementation. 	40
<p>Total technical score</p>	100
<p>Technical Score:</p> <ul style="list-style-type: none"> • The minimum technical score (s) required to pass is: 60 points • Proposal that does not qualify the minimum technical score will be disqualified from further evaluation. 	
<p>Financial Score:</p>	
<ul style="list-style-type: none"> • Financial score calculation will be conducted for proposals meeting the minimum technical score. • The formula for determining the financial scores is the following: $Sf = 100 \times [Fm/F]$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. 	
<p>Total Score Calculation:</p>	

- Final Score is calculated by summing the weighed scores.
- The weights given to the Technical and Financial Scores are:
T = [0.6], and F = [0.4]
- The winning bidder will be determined by ranking the highest scoring bidders according to “PRIORITY TO MSME’S” section given below.

FINANCIAL SITUATION EVALUATION

To be eligible the financial statements of the bidding party must show, minimum annual turnover of **MVR 100,000.00**, for the year 2023,2022 and 2021. **(Form FIN-1 Annual Turnover)**

(or)

To be eligible the financial statements of the bidding party must show, Minimum value of MVR 100,000.00, for liquid asset, for the year 2023,2022 and 2021. – **(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 100,000.00**

(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 100,000.00**

– **(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.

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.

Section 5
Details of services/materials/work required

Introduction and Background

The Government of Maldives represented by the Ministry of Environment, Climate Change and Technology (MECCT) has received funding from the Global Environment Facility (GEF) towards the implementation of the project “Capacity Strengthening for Improved Transparency of Climate Change Mitigation and Adaptation Actions in the Maldives (CBIT Maldives)” and intends to apply part of the proceeds for “**Consultancy Service for Enhancing Knowledge Management Capabilities and Functionality of the Ministry's Website – Phase 2**”.

The CBIT Maldives project is implemented by MECCT with assistance from the United Nations Environment Program (UN Environment). The objective of the project is to strengthening institutional capacity for tracking mitigation and adaptation actions and establishing climate finance tracking system in the Maldives.

This CBIT Maldives project is aimed to establish and enhance the Maldives’ transparency system, in line with Enhanced Transparency Framework (ETF) of the Paris Agreement (PA). To achieve this objective, efforts are needed to strengthen and formalize long term institutional arrangements, systemize data collection and processing, and to develop indicators and advancing methodologies, as well as improve the overall data quality and management procedures for preparing GHG inventories, tracking mitigation and adaptation actions and climate finance in an integrated manner. The final goal is to inform the national decision-making process as well as regularly report to the UNFCCC process.

The project includes two components:

- Component 1: The Maldives’ National Greenhouse Gas (GHG) Inventory System improved.
- Component 2: The Maldives’ Transparency Framework for mitigation and adaptation actions and resilience building, including tracking support for implementation.

Component 1 is designed to enable Maldives to meet the GHG inventory reporting requirements under the Modalities, Procedures and Guidelines (MPGs) outlined under the ETF of PA. Particularly, Chapter II of the MPGs contained in the annex of decision 18/CMA.1.

Component 2 is designed to meet the NDC tracking requirements of MPGs and both components are aimed to enable Maldives to submit the Biennial Transparency Reports (BTRs) in a timely and regular manner.

Objective

The CBIT Maldives project is supporting MCCEE to enhance knowledge management capabilities and functionality of the Ministry's website. This will be to be done under two phases. In phase 1, website was updated align with the latest version of WordPress, addressed existing plugin compatibility issues. The phase 1 was completed on January 2024.

The objective of this consultancy is to undertake the phase 2 of the enhance knowledge management capabilities and functionality of the Ministry's website. The phase 2 includes adding additional functions to the website to improve the overall user experience and enhance the sharing of knowledge products developed at the Ministry, facilitating access and dissemination among staff, private sector stakeholders, NGOs, and the public.

Scope of Assignment

The selected consultant will be responsible for the following tasks:

a. Dynamic Home Page

- Design and implement a dynamic home page on the existing website platform.
- Ensure the home page displays the latest updates such as news, tenders, job opportunities and highlights, etc.
- Incorporate interactive elements such as sliders, carousels, and animations.
- Ensure the home page is user-friendly, responsive, and visually appealing.
- Display key pages such as Hakathari Page, Biodiversity page, or any other required page.

b. Events Section

- Create a dedicated events section within the existing website framework.
- Install an event management plugin that can list past, present, and future events, provide a dedicated page for each event, and allow easy event additions.
- Preference should be given to using a free plugin; however, custom development may be considered if necessary.
- Integrate a calendar view for easy navigation of events.
- Allow for event details, registration links, and multimedia content.

c. Jobs Section

- Update the existing jobs section to include current job openings, application guidelines, and deadlines.
- Implement a user-friendly interface for job seekers to apply online.
- Include an option for job seekers to subscribe and receive notifications for new job postings.
- Ensure the section is easy to update by the Ministry's staff.

d. Project Section

- Update the existing project section to showcase ongoing and completed projects.
- Include detailed project descriptions, timelines, and multimedia content.
- The project specific page should be made easier to showcase the deliverables/publications/ training materials produced by the project.
- Move the project team to the sidebar on the project page.
- Show the status of projects as ongoing or completed.
- Show a list of projects with their respective sectors.

e. Tender Section

- Update the current tender section to include active and archived tenders.
- Ensure the section provides detailed tender information, submission guidelines, and deadlines.
- List of current and past tenders should be displayed in separate tables.
- Implement a system for stakeholders to register for notifications about new tenders.

f. Migration to New Hosting Platform

- Migrate the existing website to a new hosting platform.
- Ensure minimal downtime and data integrity during the migration process.
- All fees associated to hosting in new platform should be included in this consultancy.
- Hosting should be arranged for 1 year under this consultancy.

g. Best Practices and Additional Features

- Review features of other government and non-government websites to incorporate best practices.
- Ensure the website complies with accessibility standards (e.g., WCAG).
- Optimize the website for search engines (SEO) and integrate social media.
- Allow for future updates and modifications as needed.

h. Incorporating Requested Updates

- During the development phase, incorporate updates and changes requested by the Ministry for the events, jobs, projects, and tender sections as detailed requirements evolve.
- Incorporate any unforeseen update requirements that arise due to changes in other sections.

i. Maintenance

- Provide website maintenance for post-update.
- Include regular updates, security checks, and troubleshooting.
- Make any modifications requested by the Ministry during the maintenance period.
- Ensure the website remains functional, secure, and up to date.

Requirements for Experience and Qualifications

In executing this TOR, the proponent is expected to propose a team meeting the following criteria and should provide reference letters/documents demonstrating that they meet the experience. The proponent can include additional members in the team but only the following experts will be evaluated.

#	Post	Nos
1	Lead Website Developer (Team Leader)	1
2	Website Developer	1

1) Lead Website Developer

a) Academic qualification

- a. Minimum Qualifications: Level 5 standard approved by Maldives Qualifications Authority in the field of Software Engineering, web development or relevant field

b) Experience

- a. At least 5 years of hands-on experience in website development and maintenance.
- b. Experience and advanced knowledge in web design, programming languages, database technologies, content management systems (such as JavaScript, jQuery, HTML, XHTML, WordPress, Laravel, CSS, XML, MySQL, SQL Server, .Net frameworks, PHP);
- c. Proven track record of successfully implemented project in website development and maintenance using WordPress.
- d. Demonstrated expertise in identifying and resolving plugin compatibility issues.
- e. Familiarity with web security best practices and implementation.
- f. Excellent writing and communication skills in Dhivehi and English language;

2) Website Developer

c) Academic qualification

- a. Minimum Qualifications: Level 5 standard approved by Maldives Qualifications Authority in the field of Software Engineering, web development or relevant field

d) Experience

- g. At least 4 years of hands-on experience in website development and maintenance.
- h. Experience and advanced knowledge in web design, programming languages, database technologies, content management systems (such as JavaScript, jQuery, HTML, XHTML, WordPress, Laravel, CSS, XML, MySQL, SQL Server, .Net frameworks, PHP);
- i. Proven track record of successfully implemented project in website development and maintenance using WordPress.

- j. Demonstrated expertise in identifying and resolving plugin compatibility issues.
- k. Familiarity with web security best practices and implementation.
- l. Excellent writing and communication skills in Dhivehi and English language;

Provision of Monitoring and Progress Controls

- a) The consultants shall attend progress meetings once every month with the CBIT team members in post(s) under “Requirements for Experience and Qualifications”. The proposed team of experts who are not in Maldives at the time of the meeting shall participate via an online platform. The proposed team of experts are required to be present in person for the following:
 - a. All consultancy workshops
 - b. Trainings
- b) For meetings held under this consultancy, the Minutes of Meeting must be provided to the PMU within 5 days of the meeting.

Duration of the Consultancy

The consultancy will be conducted over a period of 7 months, with 4 months allocated for development and update, and 3 months for maintenance.

Deliverables & Payment Schedule

No	Deliverables	Details	Project Deliverable Code	Payment Schedule
1	D1	Review and approval of Dynamic Home Page and Events section rollout on Ministry website.	2.5.2	15%

2	D2	Review and approval of Jobs Section, Project Section and Tender Section rollout on Ministry website.	2.5.2	15%
3	D3	Review and approval of: <ul style="list-style-type: none"> • Migration to New Hosting Platform, • Additional Features incorporating Training materials and sessions for the Ministry's staff on website management	2.5.2	20%
4	D4	Maintenance period	2.5.2	50%
Total:				100%

Payment for deliverables D1 to D3 will be made upon completion the specific deliverables. Payment for deliverable D4 will be made monthly over the maintenance period, constituting the remaining 40% of the total payment.