



Ministry of Climate Change, Environment and Energy
Republic of Maldives

TERMS OF REFERENCE
(IUL)438-ENV/438/2024/394

**Capacity Building Assessment: Enforcement Agencies for Hazardous Substances
Management (Individual)**

Request for proposal (RFP) – Single Envelope

Issued on: 09 September 2024

Issued By: Environment Management and Conservation Department

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Section 1

Tender Sheet

Reference No:	Tender Reference		
1	<u>Tender Name:</u>		
2	<u>Bid queries submission timeline and Address:</u> Location: Ministry of Climate Change, Environment and Energy Date: 10th September 2024 – 16 th September 2024 Time: 10:00pm Email: procurement@environment.gov.mv CC: (islands@environment.gov.mv) Telephone No: 3018300		
3	<u>Bid Clarification Deadline and Address:</u> Location: Ministry of Climate Change, Environment and Energy	Date: 16 th September 2024	Time: 10:00pm
4	<u>Proposal submission deadline:</u> Location: Ministry of Climate Change, Environment and Energy - Reception	Date: 23 rd September 2024	Time: 10:00am
5	<u>Submission instruction</u> Proposals must be delivered in sealed envelopes titled “Do not Open Before 23rd September 2024 at 1005 hours – ” and the submitting party’s name and address Late proposals will be rejected.		
6	<u>Submission address</u> Procurement Section Ministry of Environment, Climate Change and Technology Green Building, Handhuvaree Hingun, Maafannu Male’, 20392, Republic of Maldives Email: procurement@environment.gov.mv		

	Website: www.environment.gov.mv Project name: Implementing Sustainable Low and Non-Chemical Development in SIDs	
7	<u>Bid Opening:</u> 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.	Time: 10:05am Date: 23 September 2024
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 those mentioned in 2.1, are eligible to propose the bid, it shall be stated in the tender sheet. | | | | | | |
| 3. Bid Document and signing | 3.1 | The bid must comply with Annex 1 and the materials included on the bidder's checklist as one document. | | | | | | |
| | 3.2 | Bids must be typed in English or Dhivehi 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 | <table border="0"><tr><td style="vertical-align: top; padding-right: 20px;">3.3.1</td><td>For companies, 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.</td></tr><tr><td style="vertical-align: top; padding-right: 20px;">3.3.2</td><td>For partnerships, 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.</td></tr><tr><td style="vertical-align: top; padding-right: 20px;">3.3.3</td><td>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.</td></tr></table> | 3.3.1 | For companies, 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. | 3.3.2 | For partnerships, 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. | 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. |
| 3.3.1 | For companies, 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. | | | | | | | |
| 3.3.2 | For partnerships, 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. | | | | | | | |
| 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. | | | | | | | |

- | | | |
|-----------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 or any affiliated office under the Ministry the bidder must disclose it in Disclaimer of Conflict of Interest form in annex 12. 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 the bid will be ,Ministry for the works specified in the bid 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 Bid sheet shall state the deadline for bid submission (work or Services)
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 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.
- 17.2 Any problem with the calculation of qualifying tenders will be corrected as follows.
- 17.3 If the amount in the bid differs from the amount stated in words, the correct amount shall be deemed to be the amount in words.
18. Bid Evaluation
- 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.
19. Determination of the bidder
- 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.
- 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.
20. Selection and notification of the successful bidder
- 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.
21. Signing the agreement
- 21.1 If the work is abandoned after signing the agreement or if the work is not completed after signing the agreement, action 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
(Excluding
consultancy
services) | 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 The party shall request for advance payment within 45 (forty-five) days of signing the contract. |
| | 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 The advance shall not exceed 15% (fifteen percent) of the total contract price. The advance payment will be retained from the bills submitted during work or service performance in proportion to the total value of the contract. |

- | | | |
|---------------------------------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 24. Performance guarantee (Excluding consultancy services) | 24.1 | If the bid price is exceeding 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, excluding consultancy service. |
| | 24.2 | If the successful bidder fails to submit the performance guarantee within the timeframe specified, the decision to award the work will be reversed and the bid security submitted by the bidder will be forfeited to the State. |
| 25. Case filing and case investigation | 25.1 | Pursuant to 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/2018/01 The complaint may be submitted to the Independent Review Committee through Form PR-16 (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 the parties to the agreement wish to change the address in this Agreement, either party 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 Contractor before the materials are delivered to the Ministry.
- 30.2 Once the materials are brought to the Ministry, the contractor 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 The parties shall submit a request for contract extension before expiration of the contract, in the event of force majeure or manufacturing related matter.

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 terminates for whatever reason within 3 (three) working days, both parties must sign a statement detailing the completed and unfinished work. A list of all the contractor's items on the work site must be taken within 3 (three) days. The Ministry will not be held liable for any issues with any of these matters 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 Specialist/Expert) – (Annex 6 -Tech Form 5)		
6	Cooperative Profile Sheet issued by the Ministry of Economic Development Profile taken from website: www.business.egov.mv		
7	Tax Clearance Report		
8	Documentation of conflict or non-conflict of interest – (Annex 12)		
Financial Proposal			
9	Financial Breakdown Form – (Annex 7 -Form FIN – 1)		
10	Details of Financial Situation- (Annex 8- FIN FORM -2)		
11	Financial statements of the business for the year 2021,2022 & 2023		

12	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)		
13	Average Annual Turnover – (Annex 9 - FIN FORM – 3)		
14	Line of Credit Letter – (Annex 10 - FIN FORM -4)		
15	Current Contract Commitments / Work in Progress –(Anne 11 -FIN FORM 5)		

Note 01: 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%)
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

CAPACITY BUILDING ASSESSMENT: ENFORCEMENT AGENCIES FOR HAZARDOUS SUBSTANCES MANAGEMENT																
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

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>

Capacity Building Assessment: Border Control Agencies for Hazardous Substances Management (Individual)

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

Letter of Commitment

(Specialist / Expert)

[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 / Expert** to **Consultancy Service on Capacity Building Assessment: Enforcement Agencies for Hazardous Substances Management** 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.

Annex 7

FIN FORM 1

Financial Breakdown Form

Date:

Reference No: (generated by the proponent)

No.	Description	Price/Unit (MVR)	Total
1	Draft report covering the aspects of objectives and scope of the project		
2	Final report consolidating the stakeholder comments.		
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 taxes 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

Technical Score	
<p>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.</p>	
(A)Key Expert	
a) Academic Qualification	
<p>[20] Points for minimum Bachelor’s degree in Developmental Studies or, Sustainability, Environmental Management, or other related field.</p> <p>[20] points for Master’s Degree and above in related field</p>	40
b) Professional Experience	
<p>Minimum 3 years of experience in a relevant field.</p> <p>3 years: 25 points, 1 point for each additional year.</p>	30
<p>Experience in consultancies related to the project scope.</p> <p>10 points per proof of assignment completed</p> <p>Reference letters/ proof of delivery required.</p>	30
Total	100
<p>Note:</p> <ul style="list-style-type: none"> • Only the proposals that will obtain a minimum of 60% out of 100 obtainable points will be qualified for the financial evaluation. • All minimums/requirements needs to be met to be considered qualified. 	

FINANCIAL SITUATION EVALUATION

To be eligible the financial statements of the bidding party must show, minimum annual turnover of **MVR 40,000.00**, for the year 2023,2022 and 2021. **(Form FIN-3 Annual Turnover)**

(or)

To be eligible the financial statements of the bidding party must show, Minimum value of **MVR 40,000.00**, 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 20,000.00**

(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 40,000.00 – (Form Fin -4: Line of Credit Letter)**

Financial Score:

The formula for determining the financial scores is the following:

$S_f = 100 * F_m / F$, in which S_f is the financial score, F_m is the lowest price and F is the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are:

$T = [0.6]$, and $F = [0.4]$

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 and accommodation: Not Applicable

Section 5

Details of services/materials/work required

Introduction and Background

The Indian Ocean – Implementing Sustainable Low and Non-Chemical Development in SIDS (ISLANDS) project aims to contribute to safeguarding human health and the environment from the harmful effects of hazardous chemicals and waste. The project focuses on the safe management of existing harmful substances and the prevention of the accumulation of hazardous chemicals.

As part of the efforts to strengthen institutional mechanisms and capacity for managing hazardous chemicals and waste, this consultancy seeks an interested and qualified consultant to conduct a Capacity Needs Assessment (CNA) for the Maldives Customs Service and other relevant agencies (namely, but not limited to: Ministry of Defence, Maldives Police Service, Port Operators, Environmental Protection Agency (EPA)) responsible for overseeing the export and import of hazardous chemicals and waste in the Maldives. The consultancy will focus on identifying existing capacity assets and assessing their institutional and technical needs.

Objective and Scope

- Through stakeholder consultations and literature review; identify and map the existing administrative framework, processes, documentation, and risk management in the management of export and import of hazardous substances and hazardous waste.
- Based on the findings from consultations and reviews, analyse and present to relevant stakeholders the identified gaps, weaknesses, and strengths within the current institutional framework. This assessment should include an evaluation of the existing operational mechanisms.
- Develop a Capacity Building Plan (CBP) to improve the existing status to facilitate in safeguarding the identified shortcomings within the scope of this study, covering a short term (5 year) and long term (10 years) timeframe in respect to the following thematic areas:
 - Institutional Cooperation Mechanisms: Propose strategies for enhancing cooperation within and between relevant agencies.
 - Institutional Framework and Organizational Functions: Recommend changes to the organizational structure, including suggestions for potential restructuring to improve efficiency and effectiveness.
 - Professional Training and Mentoring: Identify current capacity-building mechanisms and recommend necessary professional training and mentoring programs, with a focus on developing trainers who can sustain capacity-building efforts.

- Infrastructure and Technology Enhancement: Provide recommendations for the improvement of complementary infrastructure, including facilities, equipment, and Information Technology (IT) systems.
- Expected Outcomes and Metrics:
 - Define clear and measurable expected outcomes to guide capacity-building efforts. This should include specific metrics and indicators to monitor progress and measure the impact of the implemented CBP over the designated timeframes.

Duration of the Consultancy

Duration of the assignment is **90 Days** from the date of signing of the contract. The proposed duration would not account the period of delay brought by the client of setting up of meetings, review and approval of documents, facilitating of any relevant documents.

Deliverables & Payment Schedule

No.	Deliverables	Duration	Payment Schedule	Output
1				
2				
3				
Total:			100%	