

#### Ministry of Climate Change, Environment and Energy

Republic of Maldives

### **TERMS OF REFERENCE** (IUL)438-ENV/438/2024/442

Consultancy Service for Communications and Knowledge Management (National) (Individual)

Request for proposal (RFP) – Single Envelope

**Issued on:** (08<sup>th</sup> October 2024)

Issued By: Building Climate Resilient Safer Islands in the Maldives Project

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#### **Section 1**

#### **Tender Sheet**

Reference	Tender Reference							
No:								
1	Tender Name: Consultancy Service for	r Communications an	d Knowledge					
	Management (National) (Individual)							
2	<b>Bid Registration Timeline: (NA)</b>	Date:	Email: NA					
	Time: NA	NA						
3	Pre-Bid Data: (NA)	Time: NA	Date:					
	Location: NA		NA					
4	Bid queries submission timeline and A	ddress:						
	Location: Ministry of Climate Change, I	Environment and Energ	У					
	<b>Date:</b> 16 <sup>th</sup> October 2024 (Wednesday)							
	<b>Time:</b> 12:00pm							
	Email: procurement@environment.gov.i	nv						
	CC: bcrsi@environment.gov.mv							
	Telephone No: 3018300							
5	Bid Clarification Deadline and	Date:	Time:					
	Address:	17 <sup>th</sup> October 2024	12:00pm					
	<b>Location:</b> Ministry of Climate Change,	ge, (Thursday)						
	Environment and Energy							
6	Proposal submission deadline:	Date:	<b>Time:</b> 10:00am					
	<b>Location:</b> Ministry of Climate Change,	30 <sup>th</sup> October 2024						
	Environment and Energy - Reception	(Wednesday)						
7	<b>Submission instruction</b>							
	Proposals must be delivered in sealed en	velopes titled						
	"Do not Open Before 30th October 20	024 at 10:05am – "Co	nsultancy Service for					
	the Communications and Knowledg	e Management (Nat	ional) (Individual) -					
	(IUL)438-ENV/438/2024/442" and the	submitting party's na	me and address					
	Late proposals will be rejected.							

8	Submission address							
	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: <u>Building Climate Resilient Safer Islands in the Maldives</u>							
7	Bid Opening:	<b>Time:</b> 10:05am						
	Proposals will be opened in the presence of the proponents'	Date: 30/10/2024						
	representatives who choose to be present at the address below	(Wednesday)						
	at the time of proposal opening.							
8	Evaluation Criteria on Annex 13							
Note:								

#### **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 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 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 informationregarding 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 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

14.1

- 14. How to close the bid
- 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

17.1 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 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 19.1 the bidder
- 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.

Liquidated Damages = CP\*0.005\*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.

Liquidated Damages = CP\*0.0025\*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 <u>Documents and checklist to be submitted by the bidder</u>

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	√/ x	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 2023,2022 & 2021		

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 – (Annex 11 - FIN FORM	
	5)	

Note 01: If bidder fails to submit any of the above listed applicable document, their proposal will not be considered for further evaluation.

#### Annex 2 TECH FORM 1

		Proposal Submis	ssion Fo	rm			
1.Bid	lder Information	1					
1.1	Name:						
1.2	Address:						
2. Pro	oject Informatio	n					
2.1	Project						
	Name:						
2.1	Tender No:						
3. Mi	nimum quantity	y, price and duration of the g	oods/sei	rvices	offered		
Detai	1		Pri	ce	GST (8%)	Total	
Dura	tion:						
4. De	eclaration:						
4.1	After due cons	sideration of the information	given fo	or the p	provision of	the above-	
	mentioned wo	rks/services and the provision	ons of the	e Agre	ement, I / V	Ve hereby tender	
	for the provisi	on of these works or service	s at the a	above-1	mentioned p	orice.	
4.2	I / We agree to	accept and comply with thi	s tender	for 12	0 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. Or	n Behalf						
Nam	e:			Sig	nature	Stamp	
Desig	gnation						
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

### Annex 5 TECH FORM 4

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

Ministry of Climate	Positions held:
Change, Environment	Summary of role
and Energy	

### 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 <b>Specialist / Expert</b> to <b>Consultancy Service for Communications and Knowledge Management</b> for the Ministry 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.

#### **FIN FORM 1**

#### Financial Breakdown Form

_		
$\mathbf{r}$	_4	
	STA	,
IJ	au.	

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

No.	Description	Price/Unit (MVR)	Total		
1	Eg: Deliverable 1				
2					
3					
	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

#### 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 Inco	ome 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

#### <u>FIN FORM 3</u> Average Annual Turnover

Each Bidder must fill in this form

Annual Turnover Data for the Last 3 Years						
Year	Amount	MVR				
rear	Currency	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.

#### **FIN FORM 4**

#### **Line of Credit Letter**

[letterhead of the Bank/Financing Institution]

[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:

#### **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

Click here to enter text.

**Tender Name:** 

Advertisement No:	Click here to enter text.						
<b>Advertisement Date:</b>	Click here to enter text.						
I/We, the undersigned as the bidder, submitting the tender in respect of call for captioned tender, confirm:							
• that should I/We ha	• that should I/We have any "close relative" or "close associate" working at Ministry of Climate Change, Environment						
and Energy, I/We v	and Energy, I/We will disclose that information with this form. In this instance "close relative" and "close associate"						
represents the mear	ning stated in Section 19 of Regula	ution Number: 2023/R-158 (Pt	ublic Finance Regulation);				
• that I/We will discle	ose any conflict of interest in conn	ection to the contract with this	s form. A conflict of interest may arise				
in particular as a re interest;	esult of economic interests, politic	al or national affinities, or an	y other relevant connection or shared				
Ţ.	rm the at Ministry of Climate C ict of interest or could give rise to		ergy, without delay, of any situation				
	made, and will not to make, any of		m which an advantage can be derived				
any advantage, find							
• that I/We understand that the at Ministry of Climate Change, Environment and Energy reserves the right to verify this							
,	·		om any false declaration in respect of				
the information req	uired by the awarding body as a c	ondition of participation in th	e contract procedure.				
☐ YES, I/We have "close	e relative" or "close associate"	please find the Details belo	ow.				
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					
rame of the bidget.		Company					
Signature of the Bidder: Date:							

#### Criteria to be used for evaluation of bids

#### **Technical Score**

The following criteria will be applied during the evaluation of the proposals and attention should be paid while preparing the proposals. Points will be awarded only for assignments with supporting documents.

(A) Consultant	
a) Academic Qualification	
35 points for Bachelor's degree or an equivalent qualification in a subject related to communications or outreach or knowledge management, and/or in relevant fields.	40
5 points for Masters Degree and above in a related field mentioned above.	
b) Experience	
4 (four) years of work experience in a field related to communications or outreach or knowledge Management including experience in coordination with diverse stakeholders and experience in conducting activities related to capacity building and awareness in island communities and producing outreach materials.	40
4 years 35 points, 5 years and above 40 points	
Experience working in a foreign donor funded project.	10
1 point for each year up to 10 years	
c) Methodology and workplan  Very Good (Exceptional quality, highly innovative, and thoroughly detailed) 10 points Good (Good quality, with some innovation and solid details) 7 points Acceptable (acceptable but lack detail, or innovation) 3 points	10
Total =	100

Note: Only the proposals that will obtain a minimum of 60% out of 100 obtainable points will be qualified for the financial evaluation.

#### FINANCIAL SITUATION EVALUATION

To be eligible the financial statements of the bidding party must show, minimum annual turnover of MVR 96,140, 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 96,140, 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 96,140

(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 96,140– (Form Fin -4: Line of Credit Letter)

#### Financial Score:

The formula for determining the financial scores is the following:

Sf=100 \* Fm / F, in which Sf is the financial score, Fm is the <u>lowest price</u> 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: land and sea travel (as per the schedule provided and agreed upon) will be directly financed by the project.

### Section 5 <u>Details of services/materials/work required</u>

#### **Introduction and Background**

The Government of the Republic of Maldives through the Ministry of Climate Change, Environment and Energy (MCCEE) is implementing 'Building Climate Resilient Safer Islands in the Maldives' project financed by Green Climate Fund (GCF) and supervised and co-financed by Japan International Cooperation Agency (JICA) with the objective of strengthening the long-term and sustainable resilience of national land against climate change for enhancing economic development of the islands while maintaining the sustainable link between the residents and the beaches and implementing appropriate management of coral reefs, and coastal side and shore side areas with physical measures at the coastal areas through combination of soft and hard components.

The project will establish and realize the integrated coastal zone management (ICZM) and implement and maintain the coastal conservation measures with delivery of disaster warning/information. This will be achieved through the following four inter-related Project Components:

Component 1: Establishment of the Integrated Coastal Zone Management (ICZM)

Component 2: Implementation of Coastal Conservation/Protection Measures against Coastal Disasters

Component 3: Development of Disaster Warning and Information Dissemination

Component 4: Development of Basic Data Collection and Sharing System Related to Climate Change

Ministry of Climate Change, Environment and Energy is the Executing Entity of Component 2 which is funded by GCF Proceeds and co-financing of the Government of the Republic of Maldives. JICA is implementing co-financing projects to conduct Component 1, 3,4, and a part of Component 2.

Ministry of Climate Change, Environment and Energy has established Project Steering Committee (PSC) which is responsible for decision making on the policy, regular monitoring of the project progress, coordinating conflicts of interests among concerned agencies and providing advice on problems that arise during the project implementation, and the Project Management Unit (PMU) which is responsible for the day-to-day activity management of Component 2 and support administration of the Secretariat of PSC acted by the Ministry.

Additional information on the project and the relevant documents can be found at the following sources;

https://www.environment.gov.mv/v2/en/project/26064

https://www.greenclimate.fund/project/fp165

#### **Objective**

The objective of this assignment is to develop and effectively execute the Communications Strategy and Action Plan of the project. And to ensure effective communication, outreach and knowledge sharing throughout the project implementation phase.

The consultant will work intermittently with the Project Management Unit (PMU) as the Communications and Knowledge Management Consultant to effectively and timely execute the Project Communications Strategy and Action Plan.

#### **Scope of Assignment**

Under the mission and policy of the PMU and overall supervision and guidance of the Project Manager, and close communication with Technical Advisor of PMU, and JICA Expert Team, the scope and responsibilities of the Consultant includes, but not limited to the following:

- (1) Develop a comprehensive Project Communications Strategy and Action Plan in consultation with project stakeholders, outlining key messages, target audience, communication channels and activities.
- (2) Effectively implement Project Communications Strategy and Action Plan.
- (3) Design and produce communication materials, including brochures, newsletters, fact sheets, reports and multimedia content, to support project outreach and awareness-raising efforts.
- (4) Organize and conduct stakeholder consultations, workshops, and training sessions to facilitate dialogue, exchange of information, and capacity building on community-based beach management and ICZM principles.
- (5) Coordinate with project partners and stakeholders to ensure timely and accurate reporting on project progress, achievements, and challenges.
- (6) Monitor and evaluate the effectiveness of communication and knowledge management activities, and revise the Action Plan if necessary and provide regular feedback and recommendations for improvement.

- (7) Support the documentation, synthesis, and dissemination of project-related knowledge, lessons learned, and best practices.
- (8) Facilitate preparation of Project Monitoring Reports.
- (9) Collect data required for Project Annual Performance Report.
- (10) Any other work-related tasks assigned by the Project Manager.

#### **Requirements for Experience and Qualifications**

The consultant shall have;

- (1) **Minimum** Bachelor's degree or an equivalent qualification in a subject related to communications or outreach or knowledge management, and/or in relevant fields.
- (2) Minimum 4 (four) years of work experience in a field related to communications or outreach or knowledge Management including experience in coordination with diverse stakeholders and experience in conducting activities related to capacity building and awareness in island communities and producing outreach materials.

And experience working in a foreign donor funded project will be evaluated as an added advantage.

#### Collaboration, Guidance and Supervision

The Consultant will be contracted by the Ministry of Climate Change, Environment and Energy and is fully accountable to the Ministry on the quality and timely delivery of his/her work under the contract. During the period of work, the consultant will work under the supervision of the Project Manager and guidance of Technical Advisor of PMU.

#### **Type of the Contract**

The type of contract for this consultancy is an individual contract.

#### **Location of the Assignment**

The consultant will primarily work intermittently from the Project Management Unit (PMU) office located at the Ministry of Climate Change, Environment and Energy. In addition to working from

the PMU office, the consultant may be required to travel to project target Islands for field visits. The frequency and duration of travel will depend on project needs.

#### **Duration of the Consultancy**

The consultant will be appointed from the date of signing the contract until November 30, 2029. The contract shall be renewed if necessary, based on progress of the project implementation schedule. The consultant will work intermittently during contracted period.

#### Remuneration

The allocated budget for this consultancy service is MVR 480,700 (Four hundred eighty thousand seven hundred Maldivian Rufiyaa) and payment will be on deliverables basis. Proposal exceeding the allocated budget will not be considered for further evaluation.

Please refer to ToR Clause Annex 13 for further financial evaluation.

#### **Deliverables & Payment Schedule**

No.	Deliverables	Details	Duration	Payment Schedule	Output
1	Development of Project	Comprehensive Project Communications Strategy in consultation with project stakeholders, outlining key	Within 90 (ninety) days	10%	Project Communication Strategy

	Communications Strategy	messages, target audience, communication channels and activities	from the date of contract signing		
2	Development of Action Plan	Comprehensive Communications Action Plan in consultation with project stakeholders, outlining key messages, target audience, communication channels and activities	Within 90 (ninety) days from the date of submission of final document of Communication Strategy	10%	Action Plan
3	Implementation of the Project	25% implemented	According to the timelines	5%	Executed
	Communication Strategy and	50% implemented	specified in the Action Plan	5%	communication activities, including
	Action Plan	75% implemented		5%	updates, stakeholder engagement.
		100% implemented		5%	
4	Monitoring and Evaluation Reports including revision of Action Plan if necessary	Year 1	According to the timelines specified in the Action Plan	2%	Detailed monitoring and evaluation reports
		Year 2		5%	
		Year 3		5%	-
		Year 4		5%	_
		Year 5		5%	
5	Timely and Accurate Project Monitoring Reports	Year 1	First report before commencement of Activity 2.2 of the project and Monthly reports from date of commencement of Activity 2.2 of the project and Final report	2%	Project Monitoring Reports
		Year 2		2%	
		Year 3		2%	

		Year 4	within one months after completion of the Activity 2.2 of the project	2%	
6	Timely and Accurate Project	Year 1	On annual basis within thirty	5%	Project Annual
	Annual Performance	Year 2	days after the end of each	5%	Performance Reports
	Reports	Year 3	calendar year	5%	
		Year 4		5%	
		Year 5		5%	
		Year 6		5%	
Total:			100%		