

Ministry of Climate Change, Environment and Energy

Republic of Maldives

TERMS OF REFERENCE

(IUL)438-ENV/438/2024/426

CONSULTANCY FOR A CHEMICALS MANAGEMENT CONSULTANT (NATIONAL/INTERNATIONAL)

Requesting for proposal (RFP) Round 1 – Single Envelope

Issued on: 10th October 2024

Issued By: "Institutional Strengthening and Capacity Building for The Sound Management of Chemicals and Wastes in The Maldives"

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Section 1

Tender Sheet

Reference	Tender Reference					
No:						
1	Tender Name: CONSULTANCY FOR A CHEMICALS MANAGEMENT					
	CONSULTANT					
	Requesting for proposal (RFP) Round 1 -	– Single Envelope				
2	Bid queries submission timeline and A	ddress:				
	Location: Ministry of Climate Change, H	Environment and Energy				
	Date: 16/10/2024 (Wednesday)					
	Time: 12:00pm					
	Email: procurement@environment.gov.r	nv				
	CC: (environment@environment.gov.my	v)				
	Telephone No: 3018300					
3	Bid Clarification Deadline and	Date:	Time:			
	Address:	17/10/2024	12:00pm			
	Location: Ministry of Climate Change,	(Thursday)				
	Environment and Energy					
4	<u>Proposal submission deadline:</u>	Date:	Time: 10:00am			
	Location: Ministry of Climate Change,	22/10/2024				
	Environment and Energy - Reception (Tuesday)					
5	Submission instruction					
	Proposals must be delivered in sealed envelopes titled					
	"Do not Open Before 22 nd October 202		·			
	Chemicals Management Consultant – (IUL)438-ENV/438/2024/426" (and the					
	submitting party's name and address)					
	Late proposals will be rejected.					
6	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: <u>www.environment.gov.mv</u>			
	Project name: "Institutional Strengthening and Capacity Building for The Sound			
	Management of Chemicals and Wastes in The Maldives"			
7	Bid Opening:	Time: 10:05am		
	Proposals will be opened in the presence of the proponents'	Date: 22/10/2024		
	representatives who choose to be present at the address below at	(Tuesday)		
	the time of proposal opening.			
8	Evaluation Criteria on Annex 13			
Note:				

Section 2

Instruction for Bidders

A. General Information	0 n	Instruction for Bladers
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	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.
		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.
		3.3.3 If any person other than the Chairman of theCooperative Societies signs the bid, a copy of thePower of Attorney stating that the person isauthorized to sign the bid shall be submitted.

4.Number of Bids	4.1	Each bidder may submit 1 (one) bid. If any bidder submits
submitted		more than one bid, all bids submitted by that bidder will be
		cancelled.
5. Cost of preparing	5.1	All expenses incurred in preparing and submitting the bid
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	7.1	Documents related to bid are included in the list below and
tender book		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	9.1	If it is deemed necessary to make a change to the bid before
tender		the expiry of the bid opening period, an amendment
		(deduction/addition) can may be made.
10. Language used	10.1	The bidder shall prepare the bid in Dhivehi or English in
in the tender		accordance with the sample given with the bid.
C. Preparation of bid	S	

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 bid	S	
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	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 in Dhivehi, the correct amount shall be deemed to be the amount in Dhivehi.
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	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 24.1 If the bid price is above MVR.500,000/-, the successful guarantee 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. 25.1 25.Case filing and As per the Public Finance Regulation 11.02 filing and case investigation 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 26.1 In submitting to the Independent Review Committee for Independent Review administrative review of a tender as mentioned in Chapter Committee for 11.02 of the Public Finance Regulation, the tender issue shall be referred to in annex 21 of Public Finance Circular reconsideration

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 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*LDIf 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*LDCP (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 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.

Agreement

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	√/ 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 Specialist / Expert. 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	Experience Letter - Company		
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 2023,2022 & 2021		

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 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.Bid	1.Bidder Information							
1.1	Name:							
1.2	1.2 Address:							
2. Pro	oject Informatio	n						
2.1	Project							
	Name:							
2.1	Tender No:							
3. Mi	inimum quantity	, price and duration of the good	s/services of	offered				
Detai	il		Price	Gst (8%)	Total			
Dura								
4. De	eclaration:							
4.1	After due cons	sideration of the information give	en for the p	provision of	the above-			
	mentioned wo	rks/services and the provisions of	of the Agre	ement, I / W	/e hereby tender			
	for the provisi	on of these works or services at	the above-	mentioned p	orice.			
4.2	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. Or	5. On Behalf							
Name:			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 <u>TECH FORM 3</u>

Work Schedule

Consultancy Service for a Chemicals Management Consultant																
Deliverables	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week	Week	Week	Week 13	Week 14	Week 15	
Deliverable 1																
Deliverable 2																
Deliverable 3																

Annex 5 <u>TECH FORM 4</u>

		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 **Specialist / Expert** to **"Consultancy Service for Chemicals Management Consultant" -** 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.

FIN FORM 1

Financial Breakdown Form

Date:

Reference No: (generated by the proponent)

Payment No.	Description	Price/Unit (MVR)	Total
1	Inception		
2	Identification of Priority Hazardous Chemicals		
3	Chemicals Risk Assessment (First Draft)		
4	Development of awareness materials for workers and the general public regarding chemical safety issues		
5	Chemicals Risk Assessment (Second Draft)		
6	Chemicals Risk Assessment (Final Report)		
7	Capacity Building and Institutional Strengthening (Prepare workshop materials and conduct workshops)		
	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 Pa	revious 3 Years [MVR E	quivalent]	
	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

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<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			
i cai	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/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:	

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:	

Criteria to be used for evaluation of bids

Techni	cal Score	
should	llowing criteria will be applied during the evaluation of the proposals and attention be paid while preparing the proposals. Points will be awarded only for assignmen apporting documents.	
(A) Sp	ecialist / Expert	
a)	Academic Qualification	
•	[30] Points for minimum Master's Degree in a subject related to Environmental Science, Environmental Management, Chemical Management, Chemistry, Sustainable Development, Waste Management or a relevant field.	[30]
b)	General Professional Experience	
•	[25] Points for minimum 2 years of relevant work experience in a field such as Environmental Science, Environmental Management, Chemical Management, Chemistry, Sustainable Development, Waste Management or a relevant field.	[30]
•	[01] Points for each additional year up to 5 years.	
c)	Other Experiences:	
•	[10] Points for experience in managing multi-disciplinary teams, especially in chemical management/pollution control/waste management.	
•	[15] Points for demonstrated experience in developing risk assessments	[40]
•	[15] Points for demonstrated experience in conducting training sessions/awareness programmes, especially in chemical management/pollution control/waste management.	
Total A	A=	100
(B) Ap	pproach, methodology and work plan	
Appro	ach and methodology	60
	nonstration of an understanding of the objective of the assignment in the context project - 30 points	

31

b) Proposal on methodology on carrying out the activities - 30 points	
Work Plan.	40
a) Proposed main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client and delivery dates of the reports - 10 points	
b) Work plan being consistent with proposed Technical Approach and Methodology – 20 points	
c) Work schedule – 10 points	
{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}	
Total B=	100
Technical Score:	

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights for each position. Only Specialists who meet the minimum qualification requirements will be qualified for technical evaluation.

Technical score (St) = (St) = A/100*[W1] + B/100*[W2]

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

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]

FINANCIAL SITUATION EVALUATION

To be eligible the financial statements of the bidding party must show, minimum annual turnover of **MVR 124,645**, 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 124,645**, 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 124,645

(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 124,645 – (Form Fin -4: Line of Credit Letter)

PRIORITY TO MSME's

Below MVR 2,500,000

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

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

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

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

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

Above MVR 2,500,000 - MVR 5,000,000

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

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

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

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

CRITERIA ON CLASSIFYING REGIONAL BASED BUSINESS

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

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

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

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

• If the business had been registered before the year in which the invitation for bid was issued,

the island to which the business was registered as of 1st January of the year the invitation for bid was issued will be considered

OR

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

ADDITIONAL INFORMATION

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

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

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

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

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

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

Section 5 Details of services/materials/work required

Introduction and Background

The Government of the Republic of Maldives, through the Ministry of Climate Change, Environment, and Energy, is implementing the 'Institutional Strengthening and Capacity Building for the Sound Management of Chemicals' project. This initiative, funded by the UNEP Special Programme, aims to enhance the management of hazardous chemicals in the Maldives by strengthening the institutional capacity of the Chemicals Management Unit within the Environment Management and Conservation Department, as well as other relevant stakeholders. The project focuses on improving national capabilities for monitoring and controlling chemical management, raising awareness, and enhancing coordination among stakeholders for continuous dialogue on chemicals management. These efforts aim to facilitate the enforcement of existing laws, regulations, policies, guidelines, and standards to promote the sound management of chemicals at national, local, and private levels.

The Special Programme forms part of UNEP's sub-programme on chemicals and wastes, which supports countries in enhancing their institutional capacities to implement the Basel, Rotterdam, and Stockholm Conventions, the Minamata Convention, and the Global Framework on Chemicals. The Maldives has secured funding from the Special Programme Trust Fund to bolster its national efforts in the sound management of chemicals.

Objective

The main objective of this project is to improve the management of hazardous chemicals and wastes in the Maldives through strengthening the institutional capacity of the Chemicals Management Unit of the Environment Management and Conservation Department and other relevant institutions.

Through the successful implementation of the project activities, Maldives hopes to and will create a more coherent, consistent, and responsive mechanism to support the reporting requirements to the Conventions as well as enhance compliance to with national laws through enforcement of existing laws, regulations, policies, guidelines and standards. This is to be achieved through strengthening of the operational capacities of national stakeholders in hazardous chemicals and waste management; strengthen coordination among stakeholders at the national level for a continuous dialogue on hazardous waste management.

Scope of Assignment

The objective of this consultancy is to develop a comprehensive chemicals risk assessment framework, facilitate stakeholder engagement in chemical risk management, and enhance the technical capacity of relevant institutions. The Chemicals Management Consultant shall undertake these tasks in alignment with the terms of reference specified in this document, reporting directly to the Project Coordinator and the Chemicals Management Unit at the Ministry of Climate Change, Environment, and Energy.

Requirements for Experience and Qualifications

Academic Qualification:

• Minimum Master's degree in a subject related to Environmental Science, Environmental Management, Chemical Management, Chemistry, Sustainable Development, Waste Management or a relevant field.

General Experience:

• Minimum 2 years of relevant work experience in a field such as Environmental Science, Environmental Management, Chemical Management, Chemistry Sustainable Development, Waste Management or a relevant field.

Other Qualifications:

- Knowledge and understanding of technical aspects related to chemical management/pollution control/waste management is preferred.
- Good knowledge of principles of chemical management is an asset;
- Must be result oriented and proactive
- Strong communication skills in presenting, discussing and resolving difficult issues
- Excellent time management skills and ability to manage multiple priorities, deadlines, and tasks efficiently.
- Experience in developing risk assessments
- Experience in conducting training sessions/awareness programmes, especially in chemical management/pollution control/waste management.

Indicative Tasks

Under the supervision and in close collaboration with the Chemicals Management Unit, the Chemicals Management Consultant will be responsible for implementing the following tasks as outlined by the Ministry of Climate Change, Environment, and Energy. In carrying out these tasks, the Consultant is expected to apply their expertise, experience, and specialized skills to ensure that global best practices and innovative approaches are utilized to their fullest potential:

1. Inception

Objective: To thoroughly analyze the requirements outlined in the Terms of Reference (TOR), conduct an inception meeting, and prepare an inception report. The report will detail the comprehensive work plan, including anticipated activities and their respective timelines. **Deliverables:**

• Inception meeting: A meeting aimed at understanding and aligning on the project objectives, scope, and deliverables as stated in the TOR.

• Inception report: A document outlining the detailed work plan, including the anticipated activities, milestones, and timeline for implementation, ensuring a clear framework for project execution.

2. Identification of Priority Hazardous Chemicals

Objective: To identify and document priority hazardous chemicals for targeted risk assessment and policy interventions.

Tasks:

- Review National Baseline Data: Thoroughly analyze the Baseline Assessment on National Use of Chemicals and Associated Risks (2022) to understand the current state of chemical usage and associated risks in the Maldives to identify the priority hazardous chemicals.
- **Collaboration with the Stakeholders:** Engage with the Ministry of Climate Change, Environment and Energy, Health Protection Agency and other relevant stakeholders to identify at least three priority hazardous chemicals. The selection will focus on chemicals that present significant risks to public health, ecosystems, or industries crucial to the Maldivian economy.

Deliverables:

- A comprehensive document detailing:
 - The methodology and criteria used for selecting the priority chemicals.
 - The industries and sectors where these chemicals are most used or pose the greatest risks (e.g., agriculture, industrial chemicals, construction, etc.).
 - Justification for their prioritization based on factors such as toxicity, exposure risk, volume of use, and lifecycle impacts.
 - Outline the methodoly for the chemicals risk assessment

3. Development of Chemicals Risk Assessment

Objective: To perform a comprehensive risk assessment for the identified priority hazardous chemicals, guiding policy and regulatory decisions in the Maldives.

Tasks:

- **Develop Risk Assessment Framework:** Establish a risk assessment framework tailored to the Maldivian context, focusing on:
 - **Hazard Assessment**: Analyze the inherent dangers posed by each chemical, such as toxicity levels and potential health effects.
 - **Exposure Assessment**: Assess the potential exposure routes (e.g, inhalation, ingestion, skin contact) for workers, the public, and the environment, based on how these chemicals are imported, stored, used, and disposed of.
 - **Risk Characterization**: Integrate hazard and exposure data to provide a clear understanding of the likelihood and severity of harm under different exposure scenarios.
- Lifecycle Analysis: Assess the entire lifecycle of each chemical, from import to disposal, identifying key risks at each stage with a focus on the Maldivian context.
- Data Collection & Use of Existing Literature: Use existing scientific literature and data from previous studies to inform the risk assessment. No new laboratory-based toxicological studies will be required. However, field work and qualitative data collection will be required in order to collect data for the life cycle analysis and risk characterization of the chemicals

• **Incorporation into Policy and Guidelines:** The findings from the risk assessment will support the development of national guidelines, standards, and safety protocols. The assessment should be structured to serve as a reference for environmental impact assessments (EIAs) and public health advisories.

Deliverables:

- A **Chemicals Risk Assessment Report** for the identified hazardous chemicals, with detailed sections on hazard, exposure, risk characterization and incorporating the life cycle analysis of the fates of the chemicals in the Maldives.
- Policy recommendations based on the findings, including potential regulatory actions and preventive measures.
- Conduct fieldwork and qualitative data collection.

4. Capacity Building and Institutional Strengthening

Objective: To strengthen the capacity of key government ministries and institutions in managing hazardous chemicals through targeted training sessions. **Tasks:**

- **Prepare Training Materials:** Based on the chemical risk assessment findings, develop relevant training materials aimed at:
 - Raising awareness of chemical risks.
 - Promoting best practices in chemical management and regulatory compliance.
 - $\circ\,$ Enhancing institutional capacity to carry out risk assessments and enforce safety standards.
 - Training materials and guidance documents tailored to the needs of Maldivian ministries and institutions.
- **Conduct Training Sessions:** Deliver a minimum of **six training sessions**, targeting staff from key government ministries and institutions involved in chemicals management
- Training Targets:
 - Reach at least **90 participants** in total across all sessions.
 - Ensure that participants gain practical knowledge and tools to apply chemical safety measures within their respective roles.
- Ministry's Role:
 - The Ministry will handle the budget, organization and planning logistics of the training sessions.
 - Post-Training Evaluation: Conduct evaluations after each session to assess participant understanding and gather feedback for improving future trainings.

Deliverables:

- Six completed training sessions
- Training materials, updated after each session based on evaluations and feedback for improving future trainings.

5. Development of awareness materials for workers and the general public regarding chemical safety issues

Objective: To develop and deliver comprehensive awareness materials that educate workers and the general public on chemical safety, focusing on the risks, consequences, and best practices for handling commonly used chemicals, with particular emphasis on hazardous substances such as mercury, in alignment with national and international chemical safety standards and the Minamata Convention. **Tasks:**

• Prepare Workshop Materials:

- Prepare workshop materials for awareness sessions on chemical safety.
- Tailor materials to address the risks associated with agrochemical and industrial chemical use.
- Ensure the materials include information on harmful substances, such as mercury, in support of Minamata Convention awareness.
- **Ministry's Role:** The Ministry will conduct the awareness sessions and handle the budget, organization and planning logistics of the awarenes sessions

Deliverables:

• Workshop materials for awareness sessions

Duration of the Consultancy

Duration of the assignment is 10 months upon signing of the contract.

Remuneration

The total remuneration for this assignment is MVR 620,000 and payment will be made on the deliverable submission basis mentioned as above

Deliverables & Payment Schedule

The payments shall be released by MCCEE upon submitting the required deliverables/outputs by the consultant, and upon the clearance of the deliverable as satisfactory by the Project Coordinator as per agreement for each report in accordance with a set time schedule to be agreed in the contract.

Payment No.	Deliverables	Details	Duration	Payment Schedule	Output
1	Inception	Objective: To thoroughly analyze the requirements outlined in the Terms of Reference (TOR), conduct an inception meeting, and prepare an inception report. The report will detail the	Within 1 week from contract signing	3%	a) Inception meeting: A meeting aimed at understanding and aligning on the project objectives, scope, and

					deliverables as
		comprehensive work plan, including			stated in the TOR.
		anticipated activities and			stated in the TOK.
		their respective timelines.			
		then respective timennes.			b) Inception report: A document outlining
					the detailed work
					plan, including the
					anticipated
					activities,
					milestones, and
					timeline for
					implementation,
					ensuring a clear
					framework for
					project execution.
					a) Prepare a detailed
					report outlining:
					- The methodology and
					criteria used for
		Objective: To identify and			selecting the chemicals. Industries where these
		document priority hazardous chemicals for			chemicals are most used
		risk assessment and			or pose the greatest
		policy interventions.			risks (e.g., agriculture,
		based on the Baseline	Within 1		fisheries,
	Identification of	Assessment on National	month from		manufacturing).
2	Priority Hazardous	Use of Chemicals and	contract	5%	- Justification for
	Chemicals	Associated Risks (2022)	signing		prioritization based on
		to understand chemical			toxicity, exposure, and
		usage and risks in the			volume of use.
		Maldives.			- Outline methodology
					for chemicals risk
					assessment.
					- Collaboration with the
					Stakeholders to identify
					priority hazardous
		Objective: Conduct a risk			chemicals.
		assessment covering			
		hazard, exposure, and risk			First draft of the
		characterization for each			Chemicals Risk
	Chemicals Risk	priority chemical.	3 months		Assessment report,
3	Assessment (First	Tasks:	from	15%	covering hazard,
	Draft)	- Develop a risk	contract		exposure, and risk
		assessment framework	signing		characterization.
		tailored to the Maldivian			
			1	1	1
		context. - Conduct hazard and			

		exposure assessments.			
		- Integrate findings into			
		risk characterization.			
		- Analyze the lifecycle of			
		each chemical (from			
		import to disposal).			
		- Use existing literature			
		(no new lab-based			
		toxicological studies			
		required).			
		- Conduct fieldwork and			
		qualitative data			
		collection.			
		Objective: To develop			~
		and deliver awareness			Prepare tailored
		materials on chemical			workshop materials on
	Development of	safety, highlighting risks,	XX7.1 . 4		chemical safety,
	Development of awareness materials	best practices, and	Within 4		addressing risks related
4	for workers and the	hazardous substances like	months	70/	to agrochemical and
4	general public	mercury, in line with	from	7%	industrial use, and
	regarding chemical	national and international	contract		including information on harmful substances
	safety issues	standards and the	signing		
		Minamata Convention.			like mercury to support Minamata Convention
		Tasks:			awareness.
					awareness.
		Objective: Refine the			
		Chemicals Risk Assessment based on			
		findings and feedback			
		from the first draft.			
		Tasks:			
	Chamias la Dish	- Review and update the	6 months		Second draft of the
5	Chemicals Risk Assessment (Second	risk assessment report.	from	15%	Chemicals Risk
5	Draft)	- Incorporate feedback	contract	1570	Assessment report.
		and refine hazard,	signing		
		exposure, and risk			
		characterization.			
		- Finalize policy			
		recommendations and			
		preventive measures.			
		Objective: Complete and			
		finalize the Chemicals			
		Risk Assessment.	9 months		Final Chemicals Risk
_	Chemicals Risk	Tasks: - Incorporate comments	from	2 001	Assessment report.
6	Assessment (Final	and suggestions provided	contract	20%	Detailed
	Report)	by the Ministry	signing		recommendations for
		- Finalize the risk			national guidelines and
		assessment with hazard,			policies.
1	1	assessment with hazalu,			*

		exposure, and risk characterization. - Provide policy recommendations and standards for environmental and health protection.			
7	Capacity Building and Institutional Strengthening (Prepare workshop materials and conduct workshops)	Objective: - Prepare training materials for government ministries/institutions based on the findings of the chemicals risk assessment. - Conduct capacity building trainings for government ministries and institutions.	4-10 months from contract signing	35%	 a) Complete training materials, covering chemical risk awareness, regulatory compliance, and institutional capacity building. b) Six completed trainings
Total:				100%	