



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

**TERMS OF REFERENCE**

**(IUL)438-CCD/438/2024/511**

**Consultancy service to develop a project concept note for a proposed  
mitigation technology identified under TNA**

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

**Issued on: 06 November 2024**

**Issued By: Preparation of Technology Needs Assessment of the Maldives  
Climate Change Department**

**Contents**

Section 1.....	3
<b>Tender Sheet.....</b>	<b>3</b>
Section 2.....	5
<b>Instruction for Bidders .....</b>	<b>5</b>
Section 3.....	11
<b>General and special provisions of the agreement.....</b>	<b>11</b>
Section 4.....	15
<b>Annex 1.....</b>	<b>15</b>
Documents and checklist to be submitted by the bidder.....	15
<b>Annex 2.....</b>	<b>16</b>
TECH FORM 1 .....	16
Proposal Submission Form .....	16
<b>Annex 3.....</b>	<b>17</b>
TECH FORM 2.....	17
TECH FORM 3.....	19
<b>Annex 5.....</b>	<b>20</b>
FIN FORM 1.....	20
<b>Annex 6.....</b>	<b>21</b>
FIN FORM 2.....	21
<b>Annex 7.....</b>	<b>23</b>
FIN FORM 3.....	23
<b>Annex 8.....</b>	<b>24</b>
FIN FORM 4.....	24
<b>Annex 09.....</b>	<b>25</b>
FIN FORM 5.....	25
<b>Annex 10.....</b>	<b>26</b>
DISCLAIMER FOR CONFLICT OF INTEREST .....	26
<b>Annex 13.....</b>	<b>27</b>
Criteria to be used for evaluation of bids.....	27
Section 5 .....	32
Details of services/materials/work required.....	32

## Section 1

Tender Sheet

Reference No:	Tender Reference		
1	<b><u>Tender Name:</u> Consultancy service to develop a project concept note for a proposed mitigation technology identified under TNA</b>		
2	<b><u>Bid Registration Timeline:</u></b> N/A	<b>Date:</b> N/A	<b>Email:</b> N/A
3	<b><u>Pre-Bid Data:</u></b> Location: N/A	<b>Time:</b> N/A	N/A
4	<b><u>Bid queries submission timeline and Address:</u></b> <b>Location:</b> Ministry of Climate Change, Environment and Energy <b>Date:</b> 13/11/2024 (Wednesday) <b>Time:</b> 12:00pm <b>Email:</b> procurement@environment.gov.mv <b>CC:</b> climate@environment.gov.mv <b>Telephone No:</b> 3018300		
5	<b><u>Bid Clarification Deadline and Address:</u></b> Location: Ministry of Climate Change, Environment and Energy	<b>Date:</b> 14/11/2024 Thursday	<b>Time:</b> 12:00pm
6	<b><u>Proposal submission deadline:</u></b> Location: Ministry of Climate Change, Environment and Energy - Reception	<b>Date:</b> 20/11/2024 Wednesday	<b>Time:</b> 11:00am
7	<b><u>Submission instruction</u></b> Proposals must be delivered in sealed envelopes titled  “Do not Open Before 1105 hours on 20/11/2024 – Consultancy service to develop a project concept note for a proposed mitigation technology identified under TNA - (IUL)438-CCD/438/2024/511” and the submitting party’s name and address		

	Late proposals will be rejected.	
<b>8</b>	<p><b><u>Submission address</u></b></p> <p>Procurement Section  Ministry of Environment, Climate Change and Technology  Green Building, Handhuvaree Hingun, Maafannu  Male', 20392, Republic of Maldives  Email: <a href="mailto:procurement@environment.gov.mv">procurement@environment.gov.mv</a>  Website: <a href="http://www.environment.gov.mv">www.environment.gov.mv</a>  Project name:</p>	
<b>7</b>	<p><b><u>Bid Opening:</u></b></p> <p>Proposals will be opened in the presence of the proponents' representatives who choose to be present at the address below at the time of proposal opening.</p>	<p><b>Time:</b> 11:05am  <b>Date:</b> 20/11/2024  Wednesday</p>
<b>8</b>	<b><u>Evaluation Criteria on Annex 13</u></b>	
<b><u>Note:</u></b>		

## Section 2

### Instruction for Bidders

#### A. General Information

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

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

**B. Documents relating to the bid**

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

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

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

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

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

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

**E. Bid opening and evaluation**

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



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

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

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

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

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

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

### **Section 3**

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

#### **27. Definitions**

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

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

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

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

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

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

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

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

**31. Contarct Duration**

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

**32. Penalty and cancellation of agreement**

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

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

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

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

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

CP (Contact Price): Total contract value

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

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

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

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

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

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

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

## Section 4

### Annex 1

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

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

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

#	Documents to be submitted	✓/ ×	Page No:
<b>Technical Proposal</b>			
<b>1</b>	Proposal submission form - (Annex 2 -Tech Form 1) ( <b>signed by the owner of the entity or person with power of attorney to sign</b> )		
<b>2</b>	Curriculum Vitae (CV) of the identified key Expert (Consultant). <b>Copy of academic certificates and reference letters</b> demonstrating experiences listed in this TOR (required experiences and other experiences relevant to this TOR must be specified clearly or highlighted) – (Annex 3 -Tech Form 2)		
<b>3</b>	Completed <b>Letter of Commitment (signed by the expert)</b> – (Annex 4 -Tech Form 3)		
<b>4</b>	Cooperative Profile Sheet issued by the Ministry of Economic Development <b>Profile taken from website: <a href="http://www.business.egov.mv">www.business.egov.mv</a></b>		
<b>5</b>	Tax Clearance Report		
<b>6</b>	Documentation of conflict or non-conflict of interest – (Annex 10)		
<b>Financial Proposal</b>			
<b>7</b>	Financial Breakdown Form – (Annex 5 -Form FIN – 1)		
<b>8</b>	Details of Financial Situation- (Annex 6- FIN FORM -2)		
<b>9</b>	Financial statements of the business for the year 2023,2022 & 2021		
<b>10</b>	Business entities that have not completed one year (from the date of business registration to date of bid announcement) are required to submit the bank statement of the business's bank account. (Bank statement should be from the date of account opening to date of bid announcement)		
<b>11</b>	Average Annual Turnover – (Annex 7 - FIN FORM – 3)		
<b>12</b>	Line of Credit Letter – (Annex 8 - FIN FORM -4)  (If bidding party is unable to meet any of the requirement in <b>Annex 13 (financial Situation evaluation)</b> they shall submit 'Line of Credit Letter')		
<b>13</b>	Current Contract Commitments / Work in Progress – (Annex 11 - FIN FORM 5)		

**Note 01: If bidder fails to submit any of the above listed document, their proposal will not be considered for further evaluation (Historical documents can obtain).**

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

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



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

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

		From [Month/Year] – To [Month/Year]: Positions held:
9	Past commitments in projects with the Ministry of Environment, Climate Change and Technology	Name of the Contract/Project: From [Month/Year] – To [Month/Year]: Positions held: Summary of role

**TECH FORM 3**

**Letter of Commitment**

[ 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 **expert** to “**Consultancy service to develop a project concept note for a proposed mitigation technology identified under TNA**”- 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:

**Annex 5**  
**FIN FORM 1**

**Financial Breakdown Form**

**Date:**

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

<b>No.</b>	<b>Description</b>	<b>Price/Unit (MVR)</b>	<b>Total</b>
1	Inception Report		
2	Draft Concept Note		
3	Final Concept Note		
<b>Total:</b>			
<b>GST 8%</b>			
<b>Total with GST</b>			

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

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

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

Authorized Signature and stamp

## Annex 6

### FIN FORM 2

#### Details of Financial Situation

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

Financial Data for Previous 3 Years [MVR Equivalent]			
	Year 2023	Year 2022	Year 2021

#### Information from Balance Sheet

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

#### Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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

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

- Historic financial statements must correspond to accounting periods

**Annex 7**

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

Each Bidder must fill in this form

Annual Turnover Data for the Last 3 Years		
Year	Amount Currency	MVR Equivalent
2023		
2022		
2021		
<b>Average Annual Turnover</b>		

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

**Annex 8**

**FIN FORM 4**

**Line of Credit Letter**

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

*[date]*

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

Dear,

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

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

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

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

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

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



**Annex 09**

**FIN FORM 5**

**Current Contract Commitments/Works in Progress**

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

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

**Annex 10**  
**DISCLAIMER FOR CONFLICT OF INTEREST**  
 Each Applicant must fill in this form

<b>Tender Name:</b>	<b>Consultancy service to develop a project concept note for a proposed mitigation technology identified under TNA</b>
<b>Advertisement No:</b>	<b>(IUL)438-CCD/438/2024/511</b>
<b>Advertisement Date:</b>	06 November 2024

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

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

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

Name of the Staff(s):

NID Card No.:

Relationship with the Staff:

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

**Details of the Bidder**

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

## Annex 13

### Criteria to be used for evaluation of bids

Technical Score	
The following criteria will be applied during the evaluation of the proposals and attention should be paid while preparing the proposals. Points will be awarded only for assignments with supporting documents.	
(A) Consultant	
<b>Minimum Qualification</b>	
Minimum Master's Degree and above in relevant field: 10 points	10
Minimum 7 years of work experience in climate change/ environmental sector 7 years: 10 points, 7 years and above:20 points	20
<b>Other Qualifications</b>	
Demonstrated experience in climate finance and developing financial models 5 points per proof of assignment completed	10
Demonstrated experience in providing technical assistance to government institutions 10 points per proof of assignments completed	20
Previous experience and familiarity with in country Technology Needs Assessment (TNA) will be an added advantage 10 points per proof of assignments completed	10
Demonstrated experience in preparing project notes, concepts or proposals as per the guidelines of international funding agencies 10 points per proof of assignments completed	20
Demonstrated English language skills 5 points per proof of writing sample	10
<b>Total</b>	<b>100</b>
Technical score (St) = A/100*[W1]	

## FINANCIAL SITUATION EVALUATION

To be eligible the financial statements of the bidding party must show, minimum annual turnover of **MVR 30,800.00**, for the year 2023,2022 and 2021. **(Form FIN-1 Annual Turnover)**

**(or)**

To be eligible the financial statements of the bidding party must show, Minimum value of MVR **30,800.00**, for liquid asset, for the year 2023,2022 and 2021. – **(Form FIN -2: Financial Situation)**

**(or)**

Business entities that have not completed one year (from the date of business registration to date of bid announcement) are required to submit the bank statement of the business's bank account. (bank statement should be from the date of account opening to date of bid announcement). To be eligible the business's bank statement must show a credit balance of minimum **MVR 30,800.00**

**(or)**

If bidding party is unable to meet any of the above requirement they shall submit 'Line of Credit Letter' As per the template in fin form 4. Credit limit shall be no less than **MVR 30,800.00** – **(Form Fin -4: Line of Credit Letter)**

**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:

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

The weights given to the Technical and Financial Proposals are:

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

## PRIORITY TO MSME'S

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OR

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

## ADDITIONAL INFORMATION

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

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

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

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

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

For domestic travel: 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**

Ministry of Climate Change, Environment and Energy (MCCEE) in partnership with the UNEP-CCC is currently implementing a project titled, Preparation of Technology Needs Assessment (TNA) under United Nations Framework Convention on Climate Change (UNFCCC) for the Republic of Maldives.

The current Global TNA project, deriving from window (i) of the Strategic Program on Technology Transfer, is designed to support countries to carry out improved Technology Needs Assessments within the framework of the UNFCCC.

The purpose of the TNA project is to assist participant developing country Parties identify and analyse priority technology needs, which can form the basis for a portfolio of environmentally sound technology (EST) projects and programmes to facilitate the transfer of, and access to, the ESTs and know-how in the implementation of Article 4.5 of the UNFCCC Convention. Hence TNAs are central to the work of Parties to the Convention on technology transfer and present an opportunity to track an evolving need for new equipment, techniques, practical knowledge and skills, which are necessary to mitigate GHG emissions and/or reduce the vulnerability of sectors and livelihoods to the adverse impacts of climate change.

The main objective of the project is to identify and prioritize through country-driven participatory processes, technologies that can contribute to mitigation and adaptation goals of the participant countries, while meeting their national sustainable development goals and priorities (TNA).

**Objective**

The main objective of this assignment is to prepare a concept note (in the relevant format) along with all supporting documents, building on one of the priority technologies identified in the TNA Report, for submission to a relevant climate-change funding agency. While preparing the Concept, a wide range of stakeholder consultation is expected and under the guidance of the TNA coordinator.

The assignment also covers the tasks to be performed in coordination with UNEP-CCC, with support from the regional centre, Asian Institute of Technology (AIT), and in conjunction with the National TNA Coordinator. The specific activities to be carried out by the consultant are described in section 4.

**Scope of Assignment**

Maldives TNA Mitigation report was completed in May 2022, the Barrier Analysis and Enabling Framework (BAEF) in September 2023, and now ongoing the preparation of Technology Action



Plans (TAPs). Maldives TNA mitigation report identified electricity consumption and generation, waste management and transport sector as key sectors for climate change mitigation since these are the key sectors which contribute to highest GHG emissions from the country. In the TNA report the following technologies were prioritized for barrier analysis;

### **Electricity Generation and Consumption Sector**

- Roof Top Solar PV with Energy Storage System including battery.
- Floating Solar Platforms

### **Waste Management Sector**

- Waste to Energy Facilities (WTE) in Regional Waste Management Centres

### **Transport Sector**

- Electric buses, vehicles, and motorbikes (EVs)

The concept note should be prepared following the concept note template of the chosen funding agency, detailing:

- Project/programme information
- Project/programme details including its scope
- Financing/cost information (including budget estimates and in country contributions)
- Brief rationale for the particular funding agency's involvement and the exit strategy
- Risk Analysis
- Institutional arrangement
- Multi-Stakeholder engagement
- Status of project/programme
- Remarks (Any other comments/information)

Supporting documentation to accompany the concept note should include:

- Location map of the project/programme
- Financial model (Including revenue sources and project financing)
- Any other documents that may be required by the funding agency

## Requirements for Experience and Qualifications

In executing this TOR, the consultant is expected to meet the following eligibility criteria and requirements:

### 1) Expert requirements

#### a) Academic qualification

- a. Minimum Qualifications: Master's degree in Climate Change, Science, Climate Finance, Energy Economics, Environmental Management, Developmental Studies, Economics, Environmental Economics, Meteorology, Natural Resource Management, Renewable Energy, Transport, or in a relevant thematic area.

#### b) Requirements of Knowledge and Experience

- a. Minimum of 7 years of work experience in climate change/environmental sector
- b. Demonstrated experience in climate finance and developing financial models (Submit weblinks of samples).
- c. Demonstrated experience in providing technical assistance to government institutions (Submit weblinks of samples)
- d. Previous experience and familiarity with in country Technology Needs Assessment (TNA) will be an added advantage
- e. Demonstrated experience in preparing project concepts, notes, proposals in accordance with the guidelines of funding agencies (Submit weblinks of samples).
- f. Demonstrated English Language Skills

## Indicative Tasks

Building on the TNA report, and the Barrier Analysis and Enabling Framework (BAEF) the consultant will develop a project concept note for a project idea for the technology prioritised **under transport sector** in the chosen funding agency's format. The content of the concept note will include but not be limited to:

- Detailing of the project boundaries and geographic scope of implementation
- Mapping of the enabling framework (for example, regulations, subsidy policy, etc.)
- Detailing of activities and defining of budgets for proposal development, implementation, operation and maintenance
- Clarification of institutional arrangements for implementation, clearly defining responsibilities and mandates
- Illustrating the transformational impact of the project activities i.e., how the project would lead to a wider national policy or expand its geographic scope (using theory of change diagram or logical framework as per funder requirement)

<ul style="list-style-type: none"> <li>Financial models with details of opportunities for leveraging private investments, user and in country contributions, revenue generation etc.</li> <li>Socio economic impact assessments based on existing data or preliminary surveys</li> <li>Details on how the project would contribute towards mitigation sector of the Maldives.</li> </ul>					
<b>Duration of the Consultancy</b>					
The duration of the consultancy is 3 calendar months upon signing of the contract.					
Deliverables & Payment Schedule					
No.	Deliverables	Details	Duration	Payment Schedule	Output
1	Preparation of inception report	Inception report – defining the project objective, scale, cost, funding needs, co-financing possibilities, etc. based on the Inception Report template provided.	3 weeks	30%	
2	Preparation and finalisation of concept note (in template of funding agency) along with supporting documents	Draft concept note and supporting documents in reporting template of funding entity, approved by the Ministry and UNEP-CCC	6 weeks	40%	
3		Final concept note and supporting documents in reporting template of funding entity, approved by the Ministry and UNEP-CCC	4 weeks	30%	
<b>Total:</b>				<b>100%</b>	

