



Ministry of Climate Change, Environment and Energy
Republic of Maldives

TERMS OF REFERENCE

(IUL)438-ENV/438/2024/516

**CONSULTANCY FOR A CHEMICALS MANAGEMENT CONSULTANT
(NATIONAL/INTERNATIONAL)**

Requesting for proposal (RFP) Round 2 – Single Envelope

Issued on: 13th November 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 No:	Tender Reference		
1	<p><u>Tender Name:</u> CONSULTANCY FOR A CHEMICALS MANAGEMENT CONSULTANT</p> <p>Requesting for proposal (RFP) Round 2 – Single Envelope</p>		
2	<p><u>Bid queries submission timeline and Address:</u></p> <p>Location: Ministry of Climate Change, Environment and Energy</p> <p>Date: 19/11/2024 (Tuesday)</p> <p>Time: 12:00pm</p> <p>Email: procurement@environment.gov.mv</p> <p>CC: (environment@environment.gov.mv)</p> <p>Telephone No: 3018300</p>		
3	<p><u>Bid Clarification Deadline and Address:</u></p> <p>Location: Ministry of Climate Change, Environment and Energy</p>	<p>Date:</p> <p>20/11/2024 (Wednesday)</p>	<p>Time:</p> <p>12:00pm</p>
4	<p><u>Proposal submission deadline:</u></p> <p>Location: Ministry of Climate Change, Environment and Energy - Reception</p>	<p>Date:</p> <p>25/11/2024 (Monday)</p>	<p>Time: 10:00am</p>
5	<p><u>Submission instruction</u></p> <p>Proposals must be delivered in sealed envelopes titled</p> <p>“Do not Open Before 25th November 2024 at 10:05 hours – Consultancy For A Chemicals Management Consultant – (IUL)438-ENV/438/2024/516” and the submitting party’s name and address</p> <p>Late proposals will be rejected.</p>		
6	<p><u>Submission address</u></p> <p>Procurement Section</p> <p>Ministry of Climate Change, Environment and Energy</p> <p>Green Building, Handhuvaree Hingun, Maafannu</p>		

	<p>Male', 20392, Republic of Maldives</p> <p>Email: procurement@environment.gov.mv</p> <p>Website: www.environment.gov.mv</p> <p>Project name: "Institutional Strengthening and Capacity Building for The Sound Management of Chemicals and Wastes in The Maldives"</p>	
7	<p><u>Bid Opening:</u></p> <p>Proposals will be opened in the presence of the proponents' representatives who choose to be present at the address below at the time of proposal opening.</p>	<p>Time: 10:05am</p> <p>Date: 25/11/2024 (Monday)</p>
8	<u>Evaluation Criteria on Annex 13</u>	
<u>Note:</u>		

Section 2

Instruction for Bidders

A. General Information

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

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

B. Documents relating to the bid

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

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

C. Preparation of bids

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

D. Submission of bids

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

E. Bid opening and evaluation

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

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

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

F. securities to be Submitted

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

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

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

Section 3

General and special provisions of the agreement

27. Definitions

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

28. Exchange of documents

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

29. Assignment of work to a third party

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

30. Taking over of goods and services

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

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

31.Contract Duration

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

32. Penalty and cancellation of agreement

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

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

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

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

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

CP (Contact Price): Total contract value

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

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

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

33. Termination of the Agreement

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

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

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

Section 4

Annex 1

Documents and checklist to be submitted by the bidder

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

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

#	Documents to be submitted	✓ / ✗	Page No:
Technical Proposal			
1	Proposal submission form - (Annex 2 -Tech Form 1) (signed by the owner of the entity or person with power of attorney to sign)		
2	Approach, Methodology and Work Plan – (Annex 3 - Tech Form 2)		
3	A summary of the work plan must be presented in the format in Work Schedule (Annex 4 - Tech Form 3) showing in the form of a bar chart the timing proposed for each activity.		
4	Curriculum Vitae (CV) of the 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. Bidder Information				
1.1	Name:			
1.2	Address:			
2. Project Information				
2.1	Project Name:			
2.1	Tender No:			
3. Minimum quantity, price and duration of the goods/services offered				
Detail		Price	Gst (8%)	Total
Duration:				
4. Declaration:				
4.1	After due consideration of the information given for the provision of the above-mentioned works/services and the provisions of the Agreement, I / We hereby tender for the provision of these works or services at the above-mentioned price.			
4.2	I / We agree to accept and comply with this tender for 120 days from the date of submission. If the owner requests to sign the agreement within this period, I agree to sign the agreement and work in accordance with the agreement.			
5. On Behalf				
Name:		Signature	Stamp	
Designation				
Date				

Annex 3
TECH FORM 2

Approach, Methodology and Work Plan

[Technical approach, methodology and work plan are key components of this Proposal. the Consultant is suggested to submit Proposal with the following areas clearly described:

- a) Methodology for each activity,*
- b) Work Plan*

a) Technical Approach and Methodology

[In this chapter the Consultant should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.]

b) Work Plan

[In this chapter the Consultant should highlight the main activities and sub-activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.]

Annex 4
TECH FORM 3
Work Schedule

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

Annex 5
TECH FORM 4

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

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

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.

Annex 7
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 taxes as per the Tax Legislation and must be shown in the breakdown.

Authorized Signature and stamp

Annex 8

FIN FORM 2

Details of Financial Situation

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

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

Information from Balance Sheet

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

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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

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

- Historic financial statements must correspond to accounting periods

Annex 9

FIN FORM 3
Average Annual Turnover

Each Bidder must fill in this form

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

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

Annex 10

FIN FORM 4

Line of Credit Letter

[letterhead of the Bank/Financing Institution/Supplier]

[date]

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

Dear,

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Annex 11

FIN FORM 5

Current Contract Commitments/Works in Progress

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

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

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

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

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

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

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

Name of the Staff(s):

NID Card No.:

Relationship with the Staff:

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

Details of the Bidder

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

Annex 13

Criteria to be used for evaluation of bids

Technical Score	
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) Specialist / Expert	
a) Academic Qualification <ul style="list-style-type: none"> • [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 <ul style="list-style-type: none"> • [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. • [01] Points for each additional year up to 5 years. 	[30]
c) Other Experiences: <ul style="list-style-type: none"> • [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 • [15] Points for demonstrated experience in conducting training sessions/awareness programmes, especially in chemical management/pollution control/waste management. 	[40]
Total A=	100
(B) Approach, methodology and work plan	
Approach and methodology	60
<i>a) Demonstration of an understanding of the objective of the assignment in the context of the project - 30 points</i>	

<i>b) Proposal on methodology on carrying out the activities - 30 points</i>	
<p>Work Plan.</p> <p><i>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</i></p> <p><i>b) Work plan being consistent with proposed Technical Approach and Methodology – 20 points</i></p> <p><i>c) Work schedule – 10 points</i></p> <p>{ 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. }</p>	40
Total B=	100
<p>Technical Score:</p> <p>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.</p> <p>Technical score (St) = (St) = A/100*[W1] + B/100*[W2]</p>	
<p>Note: Only the proposals that will obtain a minimum of 60% out of 100 obtainable points will be qualified for the financial evaluation.</p>	

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 $F = [0.4]$

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 methodology 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.
 - 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 awareness 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

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

		<p>exposure assessments.</p> <ul style="list-style-type: none"> - 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. 			
4	Development of awareness materials for workers and the general public regarding chemical safety issues	<p>Objective: To develop and deliver awareness materials on chemical safety, highlighting risks, best practices, and hazardous substances like mercury, in line with national and international standards and the Minamata Convention.</p> <p>Tasks:</p>	Within 4 months from contract signing	7%	Prepare tailored workshop materials on chemical safety, addressing risks related to agrochemical and industrial use, and including information on harmful substances like mercury to support Minamata Convention awareness.
5	Chemicals Risk Assessment (Second Draft)	<p>Objective: Refine the Chemicals Risk Assessment based on findings and feedback from the first draft.</p> <p>Tasks:</p> <ul style="list-style-type: none"> - Review and update the risk assessment report. - Incorporate feedback and refine hazard, exposure, and risk characterization. - Finalize policy recommendations and preventive measures. 	6 months from contract signing	15%	Second draft of the Chemicals Risk Assessment report.
6	Chemicals Risk Assessment (Final Report)	<p>Objective: Complete and finalize the Chemicals Risk Assessment.</p> <p>Tasks:</p> <ul style="list-style-type: none"> - Incorporate comments and suggestions provided by the Ministry - Finalize the risk assessment with hazard, 	9 months from contract signing	20%	Final Chemicals Risk Assessment report. Detailed recommendations for national guidelines and policies.

		<p>exposure, and risk characterization.</p> <ul style="list-style-type: none"> - Provide policy recommendations and standards for environmental and health protection. 			
7	<p>Capacity Building and Institutional Strengthening (Prepare workshop materials and conduct workshops)</p>	<p>Objective:</p> <ul style="list-style-type: none"> - 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. 	<p>4-10 months from contract signing</p>	<p>35%</p>	<ul style="list-style-type: none"> a) Complete training materials, covering chemical risk awareness, regulatory compliance, and institutional capacity building. b) Six completed trainings
Total:				100%	