

Ministry of Climate Change, Environment and Energy

Republic of Maldives

TERMS OF REFERENCE (IUL)438-ENV/438/2024/531

CONSULTANCY SERVICE FOR A LEAD EXPERT TO DEVELOP THE UPDATED NATIONAL IMPLEMENTATION PLAN FOR THE STOCKHOLM CONVENTION

Request for proposal (RFP) - Single Envelope

Issued on: 04th December 2024

Issued By: "Review and Update of the National Implementation Plan for the Stockholm Convention on Persistent Organic Pollutants in Maldives" project

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Section 1

Tender Sheet

Reference	Tende	r Reference						
No:								
1	Tender Name:							
2	Bid queries submission timeline and A	ddress:						
	Location: Ministry of Climate Change,	Environment ar	nd Energy					
	Date: 10/12/2024 (Tuesday)							
	Time: 12:00pm							
	Email: procurement@environment.gov.	mv						
	CC: environment@environment.gov.mv	7						
	Telephone No: 3018300							
3	Bid Clarification Deadline and	Date:	Time:					
	Address:	11/12/2024	12:00pm					
	Location: Ministry of Climate	(Wednesday)						
	Change, Environment and Energy							
4	Proposal submission deadline:	Date:		Time: 10:00am				
	Location: Ministry of Climate	16/12/2024 (N	Ionday)					
	Change, Environment and Energy -							
	Reception							
5	Submission instruction							
	Proposals must be delivered in sealed en	velopes titled						
	"Do not Open Before 16 December 20			•				
	A Lead Expert to Develop the Upda		•					
	Stockholm Convention - (IUL)438-ENV/438/2024/531" and the submitting party's							
	name and address							
-	Late proposals will be rejected.							
6	Submission address Programment Section							
	Procurement Section Ministry of Climate Change Environment	nt and Engage						
	Ministry of Climate Change, Environme							
	Green Building, Handhuvaree Hingun, N	viaarannu						

	Male', 20392, Republic of Maldives							
	Email: procurement@environment.gov.mv							
	Website: www.environment.gov.mv							
	Project name: Review and Update of the National Implementation Plan for the							
	Stockholm Convention on Persistent Organic Pollutants	in Maldives						
7	Bid Opening:	Time: 10:05am						
	Proposals will be opened in the presence of the	Date: 16/12/2024 (Monday)						
	proponents' representatives who choose to be present							
	at the address below at the time of proposal opening.							
8	Evaluation Criteria on Annex 13							
Note:								

Section 2

Instruction for Bidders

A. General Information

- 1. Introduction

 1.1 This bid is opened to parties who can provide the goods/services mentioned in the tender sheet. The requirements of the goods/services have been detailed in the information sheet.
- 2. Eligible Bidders 2.1 This bid is opened to all the registered businesses.
 - 2.2 If any other parties except for the parties mentioned in 2.1 are eligible for proposing the bid it will be stated in the tender sheet.
- 3. Bid Document 3.1 The bid must be complied as stated in the annex 1 along with and signing the documents stated in the bidder's checklist as one whole

document.

3.2 Bids must be typed in English language in an easy-to-read font. Or if written by hand, it should be legible. All pages of the tender shall bear the signature and stamp of the tenderer or his designee. Each page of the tender shall also be

numbered in order to indicate the number of pages.

- 3.3 3.3.1 If a person other than the Managing Director signs the bid, a copy of the "Power of Attorney" stating that the person is authorized to sign the bid should be submitted.
 - 3.3.2 If a person other than the managing partner of the partnerships signs the bid, a copy of the power of attorney stating that the person is authorized to sign the bid shall be submitted.
 - 3.3.3 If any person other than the Chairman of the Cooperative Societies signs the bid, a copy of the Power of Attorney stating that the person is authorized to sign the bid shall be submitted.

- 4.Number of Bids submitted
- 4.1 Each bidder may submit 1 (one) bid. If any bidder submits more than one bid, all bids submitted by that bidder will be cancelled.
- Cost of preparingBid
- 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 bid	ls	
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	Unless agreed otherwise, the deadline for the work shall be in days including all the public holidays
	13.2	The period offered for the work shall be reasonable for the performance of the work.
	13.3	The expiry date of the bid shall be at least 120 days from the date of submission of the bid.
	13.4	If the bidder has given more time than the time given by the Ministry for the works specified in the bid, the bid will be rejected.
D. Submission of bid	S	
14. How to close the bid	14.1	The name, address and telephone number of the bidder shall be written on the outside of the envelope.
	14.2	Bids should be submitted in a sealed envelope addressed as per the bid sheet.
15. Deadline for submission of bids	15.1	The deadline for submission of bids for this work or service will be mentioned in the bid sheet.

16.1 Bids submitted after the deadline will not be accepted.

16. Procedure for

late bids

16.2 Bids sent by email and fax will not be accepted.

E. Bid opening and evaluation

17. Bid opening

- 17.1 If the date scheduled for opening of bids is fixed as a public holiday by the Government for any reason, the opening of bids will be held on the deadline specified in the bid sheet of the next official day.
- 17.2 Any problem with the calculation of qualifying tenders will be corrected as follows.
- 17.3 If the amount in the bid differs from the amount in Dhivehi, the correct amount shall be deemed to be the amount in Dhivehi.

18. Bid Evaluation

18.1 The Ministry reserves the right to reject bids if the required information and documents are not submitted in connection with the notice. The Ministry also reserves the right to reject incomplete bids after acceptance. The Ministry reserves the right to cancel bids if the prices offered are inadequate.

19. Determination of the bidder

- 19.1 The successful and unsuccessful bidders will be notified in writing. Following this notice, unsuccessful bidders shall be given 3 (three) days to submit a complaint relating to the bid. The reason for the unsuccessful bid shall be stated upon request by the complainant within this period.
- 19.2 The contract with the successful bidder shall be signed after considering the submissions and answering the questions raised by the unsuccessful bidders within the period specified in 19.1.

20. Selection and notification of the successful bidder

20.1 The agreement shall be signed after addressing the complaints and the questions raised by the unsuccessful bidders that have been submitted within the period specified in Article 19.1.

21. Signing the agreement

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

F. securities to be Submitted

22. Bid Security

- 22.1 The bid security of the unsuccessful bidders will be returned to them within 7 (seven) days from the date of notification to the successful bidder.
- 22.2 If a bidder withdraws from the bid after the opening of the bid or if the successful bidder cancels the bid after receiving the certificate of success, the bid security submitted by the bidder will be forfeited to the State.

23. Advance and Advance payment guarantee

- 23.1 If an advance is requested, the advance may be issued in accordance with the Public Finance Regulation.
- 23.2 Advance will be issued if the total value of the procurement exceeds MVR 250,000 (Two Hundred and Fifty Thousand Rufiyaa)
- 23.3 If an advance is requested, the advance shall be requested within 45 (forty-five) days of taking over the work.
- 23.4 If the advance is requested for, a security or guarantee issued by a government recognized bank or financial institution

- established in Maldives shall be submitted as advance payment guarantee.
- 23.5 Advance shall not exceed 15% (fifteen percent) of the total cost of the work. The advance payment will be deducted from bills submitted during work or service provision in proportion to the total value of the contract.

24. Performance 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

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

Committee for reconsideration

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.

Liquidated Damages = CP*0.005*LD

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

Liquidated Damages = CP*0.0025*LD

CP (Contact Price): Total contract value

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

- 32.3 If the Contractor is required to pay for the period of delay, the bill submitted by the Contractor shall be paid for the remaining amount after deducting the amount specified in the bill.
- 32.4 The Ministry reserves the right to terminate the contract if the liquidated damages exceed 15% of the total cost of the work.

33. Termination of the Agreement

- 33.1 The Ministry reserves the right to cancel the contract in whole or in part if it is found that the work is not being carried out as specified in the contract.
- 33.2 If the agreement 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	√/ x	Page No:
	Technical Proposal		
1	Proposal submission form - (Annex 2 -Tech Form 1) (signed by the owner		
	of the entity or person with power of attorney to sign)		
2	Approach, Methodology and Work Plan – (Annex 3 - Tech Form 2)		
3	A summary of the work plan must be presented in the format in Work		
	Schedule (Annex 4 - Tech Form 3) showing in the form of a bar chart the		
	timing proposed for each activity.		
4	Curriculum Vitae (CV) of the identified key Experts (Consultant). Copy of		
	academic certificates and reference letters demonstrating experiences		
	listed in this TOR (required experiences and other experiences relevant to		
	this TOR must be specified clearly or highlighted) – (Annex 5 -Tech Form 4)		
5	Completed Letter of Commitment (signed by the Specialist/Expert) -		
	(Annex 6 -Tech Form 5)		
6	Cooperative Profile Sheet issued by the Ministry of Economic Development		
	Profile taken from website: www.business.egov.mv		
7	Tax Clearance Report		
8	Documentation of conflict or non-conflict of interest – (Annex 12)		
	Financial Proposal		
9	Financial Breakdown Form – (Annex 7 -Form FIN – 1)		
10	Details of Financial Situation- (Annex 8- FIN FORM -2)		
11	Financial statements of the business for the year 2023,2022 & 2021		

12	Business entities that have not completed one year (from the date of business	
	registration to date of bid announcement) are required to submit the bank	
	statement of the business's bank account. (Bank statement should be from the	
	date of account opening to date of bid announcement)	
13	Average Annual Turnover – (Annex 9 - FIN FORM – 3)	
14	Line of Credit Letter – (Annex 10 - FIN FORM -4)	
15	Current Contract Commitments / Work in Progress –(Anne 11 -FIN FORM 5)	

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

Annex 2 TECH FORM 1

		Proposal Submission	n Fo	rm		
1.Bid	1.Bidder Information					
1.1	Name:					
1.2	Address:					
2. Pro	oject Informatio	n				
2.1	Project					
	Name:					
2.1	Tender No:					
3. Mi	nimum quantity	, price and duration of the good	s/ser	vices of	ffered	
Detai	1		I	Price	Gst (8%)	Total
Dura	tion:					
4. De	eclaration:					
4.1	After due cons	sideration of the information giv	en fo	or the pr	ovision of	the above-
	mentioned wo	rks/services and the provisions of	of the	e Agree	ment, I / V	Ve hereby tender
	for the provisi	on of these works or services at	the a	above-m	nentioned p	orice.
4.2	I / We agree to	accept and comply with this ter	nder	for 120	days from	the date of
	submission. If	the owner requests to sign the a	gree	ment w	ithin this p	eriod, I agree to
	sign the agree	ment and work in accordance wi	th th	e agree	ment.	
5. Or	n Behalf					
Nam	e:			Sign	nature	Stamp
Desig	gnation					
Date						

Annex 3 TECH FORM 2

Approach, Methodology and Work Plan

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

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

a) Technical Approach and Methodology

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

b) Work Plan

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

Annex 4 TECH FORM 3

Work Schedule

Consultancy Service for A Lead Expert to Develop the Updated National Implementation Plan for the Stockholm Convention															
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 38

Annex 5 TECH FORM 4

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

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

Annex 6 TECH FORM 5

Letter of Commitment

(Specialist / Expert)

[Location, Date]
To: [Name and address of Client]
Ref no:
Dear Sir/Madam,
I am writing to confirm my availability to provide services as the NIP Expert (lead) for the "Consultancy Service for A Lead Expert to Develop the Updated National Implementation Plan for the Stockholm Convention"- for the Ministry of Climate Change, Environment and Energy.
I undertake, if this proposal is accepted, to complete and deliver the whole of the services assigned to me in the scope of services.
I undertake, if this proposal is accepted upon receipt of the Ministry of Climate Change Environment and Energy's notice, to commence performance of the services with due expedition and without delay.
Yours sincerely, Name: ID card No:
Date: Signatory:

Note: CV should be submitted along with the supporting documents.

FIN FORM 1

Financial Breakdown Form

Date:

Reference No: (generated by the proponent)

Payment No.	Description	Price/Unit (MVR)	Total
1	Deliverable 1 – Plan, attend and facilitate National Coordination Mechanism (NCM) Meetings.		
2	Deliverable 2 – Guide the development of the country profile and POPs inventory reports and review reports.		
3	Deliverable 3 – Lead one national priority validation workshop.		
4	Deliverable 4 – Oversee the development of the report on priority assessment and objective setting.		
5	Deliverable 5 – Produce the final updated draft NIP with the assistance of the national NIP experts' team.		
6	Deliverable 6 – Plan, attend and facilitate a one-day endorsement		

	workshop for all relevant governmental bodies and	
	stakeholders.	
7	Deliverable 7 – Provide a plan to conduct multiple national inventory workshops/trainings within the project duration.	
8	Deliverable 8 – Assist the national NIP experts' team in the development of the final national report to submit to the SC Secretariat	
	Total:	
GST 8% / Applicable Tax		
Total with GST / Applicable Tax		

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

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

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

Authorized Signature and stamp

FIN FORM 2

Details of Financial Situation

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

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

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

Each Bidder must fill in this form

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

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

FIN FORM 4

Line of Credit Letter

[letterhead of the Bank/Financing Institution]

[date]

To:[Name and address of the Contractor]

Dear,

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

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

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

Authorized Signature:	
Name and Title of Signatory: _	
Name of Agency:	

FIN FORM 5

Current Contract Commitments/Works in Progress

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

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

Annex 12 <u>DISCLAIMER FOR CONFLICT OF INTEREST</u>

Each Applicant must fill in this form

Tender Name:	Cender 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 1	respect of call for captioned te	nder, confirm:	
• that should I/We he	ave any "close relative" or "clos	se associate" working at Mini	stry of Climate Change, Environment	
and Energy, I/We v	will disclose that information with	h this form. In this instance "	close relative" and "close associate"	
represents the mean	ning stated in Section 19 of Regul	ation Number: 2023/R-158 (Pa	ublic Finance Regulation);	
• that I/We will disclo	ose any conflict of interest in conr	nection to the contract with thi	s form. A conflict of interest may arise	
in particular as a r	esult of economic interests, politic	cal or national affinities, or an	y other relevant connection or shared	
interest;				
• that I/We will info	rm the at Ministry of Climate C	Change, Environment and En	ergy, without delay, of any situation	
constituting a confl	ict of interest or could give rise to	a conflict of interest;		
• that I/We have not number the contract;		ffer of any type whatsoever fro	m which an advantage can be derived	
• that I/We have not §	granted, sought, attempted to obto	ain or accepted and will not gr	ant, seek, attempt to obtain, or accept	
any advantage, find	ancial or in kind, to or from any	party whatsoever, constituting	an illegal or corrupt practice, either	
directly or indirectl	ly, as an incentive or reward relat	ing to the award of the contra	ct;	
• that I/We understar	nd that the at Ministry of Climate	e Change, Environment and E	nergy reserves the right to verify this	
information and the	at I am/We are aware of the cons	equences which may derive fr	om any false declaration in respect of	
the information req	uired by the awarding body as a c	condition of participation in th	e contract procedure.	
☐ YES, I/We have "close	e relative" or "close associate"	"please find the Details bel	ow.	
Name of the Staff(s):				
NID Card No.:				
Relationship with the Staf	if:			
□ NO, I/We do not have	"close relative" or "close asso	ociate"		
Details of the Bidder				
Name of the Bidder:		Stamp of the Bidding		
name of the Bluder:		Company		
Signature of the Bidder:		Date:		

Criteria to be used for evaluation of bids

Technical Score

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

(A) Specialist / Expert				
Qualif	ications and experience of the Lead Expert:	100		
a)	Academic Qualification	[50]		
•	[50] Max points for PhD in a field related to Environmental Science, Environmental Management, Chemicals Management, Chemistry, Sustainable Development, Waste Management or a relevant field. Or			
•	[40] Points for minimum Master's Degree in a field related to Environmental Science, Environmental Management, Chemicals Management, Chemistry, Sustainable Development, Waste Management or a relevant field.			
b)	General Professional Experience	[30]		
•	[30] Maximum points for minimum of 6-10 years of <u>professional experience</u> in the field of chemicals management and POPs. [20] Points for minimum 5 years of <u>relevant work experience</u> in a field such as Environmental Science, Environmental Management, Chemical Management, Chemistry, Sustainable Development, Waste Management or a relevant field and then a point for each additional year up to 10 years.			
c)	Other Experiences:	[20]		
•	[4] Points for experience in leading and managing multi-disciplinary teams.			
•	[4] Points for demonstrated experience in developing inventory reports			
•	[4] Points for demonstrated experience in managing and conducting training sessions/awareness programmes.			

- [4] Points for demonstrated leadership in collecting and compiling data.
- [4] Knowledge of national legislation in the area of the environment and chemicals management relevant to the assignment i.e. and knowledge of POPs issues and of the Stockholm Convention on POPs provisions as well as national legislation in at least one of the following fields: environment, health protection, chemicals management, waste management and industrial pollution.

(B) Approach, methodology and work plan	
Approach and methodology	60
a) Demonstration of an understanding of the objective of the assignment in the context of the project - 30 points	
b) Proposal on methodology on carrying out the activities - 30 points	
Work Plan.	40
a) Proposed main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client and delivery dates of the reports - 10 points	
b) Work plan being consistent with proposed Technical Approach and Methodology – 20 points	
c) Work schedule – 10 points	
{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}	
Total B=	100
Technical Score:	

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

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

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

Financial Score:

The formula for determining the financial scores is the following:

Sf=100 * Fm / F, in which Sf is the financial score, Fm is the <u>lowest price</u> and F is the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are:

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

FINANCIAL SITUATION EVALUATION

To be eligible the financial statements of the bidding party must show, minimum annual turnover of MVR 202,618.8, 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 202,618.8 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 202,618.8

(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 202,618.8 – (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 ratified the Stockholm Convention (SC) on Persistent Organic Pollutants (POPs) on 17th October 2006. Currently, the 5-year GEF funded project, approved in 2019 titled "Eliminating POPs Through Sound Management of Chemicals" is working to address the sound management of POPs in the country at a national level. Under Article 7 of the SC, Parties are required to develop and endeavour to implement national implementation plans (NIPs) to demonstrate how the obligations under the SC will be implemented. The Stockholm Convention is dynamic, in that Parties regularly add chemicals to the lists in Annexes A, B and/or C to the Convention. Parties are required under Article 7 to review and update, as appropriate, their NIPs on a periodic basis. The first NIP from the Maldives was transmitted to the SC secretariat in 2017. As Maldives endeavors to comply with the obligations under SC, the review and update of the initial NIP is a high priority. For this NIP update project, funding for the Republic of Maldives has been approved by the SC. The total budget of the project is USD 281,700.00.

The purpose of the 'Review and Update of the National Implementation Plan for the Stockholm Convention on Persistent Organic Pollutants in Maldives' project is to provide the first update of the Maldives National Implementation Plan. This project has been signed between the Government of Maldives represented by its Ministry of Climate Change, Environment and Energy and Basel Convention Regional Centre China / Stockholm Convention Regional Centre for Capacity-building and Transfer of Technology in Asia and the Pacific (BCRC China/SCRCAP) on 12th November 2023. The duration of the project is 2 years from 12th November 2023.

Objective

The main objective of the assignment is to provide technical guidance and input to the national NIP expert team and the Project Management Unit in developing the updated national implementation plan for the Stockholm Convention on Persistent Organic Pollutants in Maldives submitted in 2017.

And also, to provide expertise and support to the project in achieving its objectives and related outcomes. The focus is on enhancing technical capacity of MCCEE in addressing hazardous chemicals and waste safety, and environment pollution, with a specific emphasis on POPs analysis, inventory and related treaty obligations.

Scope of Assignment

The main purpose of this consultancy is to enhance technical capacity and facilitate stakeholder engagement in reviewing and updating the NIP of Maldives. The NIP expert (lead) shall carry out the work in accordance with the terms of reference outlined in this document and shall report to the Project Coordinator and the Chemicals Management Unit at MCCEE.

Requirements for Experience and Qualifications

Specialist / Expert

Academic Qualification:

 Maximum Doctor in Philosophy in a field related to Environmental Science, Environmental Management, Chemical Management, Chemistry, Sustainable Development, Waste Management or a relevant field.

Or

 Minimum Master's Degree in a field related to Environmental Science, Environmental Management, Chemicals Management, Chemistry, Sustainable Development, Waste Management or a relevant field.

General Professional Experience:

- Minimum 6-10 years of professional experience in the field of chemicals management and POPs.
- Minimum 5 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 up to 10 years.

Other Experiences:

- Experience in leading and managing multi-disciplinary teams, especially in chemical management/pollution control/waste management.
- Demonstrated experience in developing inventory reports
- Demonstrated experience in managing and conducting training sessions/awareness programmes, especially in chemical management/pollution control/waste management.
- Demonstrated leadership in collecting and compiling data, especially in chemical management/pollution control/waste management.
- Knowledge of national legislation in the area of the environment and chemicals management relevant to the assignment i.e. and knowledge of POPs issues and of the Stockholm Convention on POPs provisions as well as national legislation in at least one of the following fields: environment, health protection, chemicals management, waste management and industrial pollution.

Indicative Tasks

In close cooperation with the Chemical Management Unit and the national NIP experts' team, the NIP expert (lead) is responsible for overseeing and reviewing the implementation of the following tasks to be carried out by the MCCEE. In executing these tasks, the NIP expert (lead) is expected to contribute their knowledge, experience and unique skills to ensure global best practices and innovation are utilized to the fullest extent:

1. Plan, attend and facilitate the National Coordination Mechanism (NCM) meetings within the project duration.

The NCM meetings will be organised and arranged by the PMU. The role of the national NIP expert (lead) is to attend these meetings and work closely with the national NIP experts' team to provide progress updates and use the meetings to gain input for the workplan.

The NCM of Maldives will be composed of stakeholder and ministries dealing with new POPs. The terms of reference of NCM includes the responsibilities of NCM to be the establishment of working groups; assignment of responsibilities amongst government departments; a mechanism for the continuous identification of other relevant project stakeholders; evaluate and access the progress of the project; and provide advice, policy and institutional guidance to the project. In this regard, relevant governmental institutions will be requested to allocate the necessary human and technical resources to support project implementation through the NCM of Maldives

2. Guide the development of the country profile and POPs inventory reports and review reports.

• Development of inventories (review and update for existing POPs or development of inventory or baseline inventory for listed chemicals including the cross-check of the former NIP produced by Maldives and official records of the existing stocks of POPs and their locations.). The data collection will be conducted by the National NIP experts' team under the direction of the NIP expert (lead).

The information includes but not limited to health and environmental impacts of POPs, level of information and awareness on POPs, existing programmes for monitoring POPs releases and environmental and human health impacts, and relevant activities of NGOs on POPs in Maldives, technical infrastructure for POPs assessment, measurement, analysis, alternatives and prevention measures, research and development, technical infrastructure for POPs management and destruction, existence of relevant system for the assessment and listing of new chemicals, existence of relevant system for the assessment and regulation of chemicals already in the market.

- Identification of items that require action plan to address particular POP management challenges/gaps in Maldives.
- Identification of quantitative data for inventoried POPs at national level, use Stockholm Convention guidance documents available and preparation of output for electronic reporting format,
- Comment and review the final draft of the country profile and POPs inventory report and submit to the NIP experts' team to be submitted to the PMU.

3. Lead one national priority validation workshop organised by PMU to validate the proposed criteria, national objectives and priorities for POPs management.

The workshop will be organised by the project team. The role of the national NIP expert lead is to attend the workshop and present the findings of the POPs inventory, validate the criteria, and gain information on national objectives and priorities. Based on the POPs profile developed, the NCM will develop criteria for prioritizing the mitigation (and where feasible, the elimination) of the health and environmental impacts of POPs.

Review meeting materials and presentations and incorporate stakeholders' comments and feedback on the first draft as appropriate.

4. Oversee the development of the report on priority assessment and objective setting.

- Provide guidance to the National NIP experts to conduct priority assessment and objective setting.
- Contribute to discussions on establishing national POPs management priorities and identify potential targets and indicators.

Based on the POPs profile developed, the NCM will develop criteria for prioritizing the mitigation (and where feasible, the elimination) of the health and environmental impacts of POPs. Based on these criteria, priority issues to address the management of new POPs and a set of objectives to guide preliminary country-specific activities relevant to new POPs will be developed.

Review the final draft of the report on the priority assessment and objective setting and share to the national NIP experts' team to be submitted to the PMU.

5. Produce the final updated draft NIP with the assistance of the national NIP experts' team.

Work closely with the national NIP experts' team and PMU in completing the final updated draft NIP. Provide comments and review the report.

6. Plan, attend and facilitate a one-day endorsement workshop for all relevant governmental bodies and stakeholders to review and endorse the final updated draft NIP.

The workshop will be organised by the project team and the role of the NIP expert (lead) and the national NIP experts' team will be to present the final updated NIP for review, and then update the NIP based on their comments and feedback.

7. Provide a plan to conduct multiple inventory workshops/trainings within the project duration.

Conduct workshops for stakeholders on importance of POPs management in the country focusing on raising awareness.

Work closely with the national NIP experts' team and the PMU in planning and conducting the trainings and workshops during the project timeframe. This includes preparation and delivery of presentation(s) for relevant national workshops/training.

8. Assist the NIP experts' team in the development of the final national report to submit to the SC Secretariat

Review the final draft of the national report and share to the national NIP experts' team to be submitted to the PMU.

Duration of the Consultancy

Duration of the assignment is 09 (nine) calendar months [273 days] (including holidays) upon signing the contract.

Deliverables & Payment Schedule

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

Note: this table below provides a list of all expert deliverables.

No.	Deliverables	Details	Duration/ timeline	Activity breakdown	Payment Schedule	Output
1	Plan, attend and facilitate the National Coordination Mechanism (NCM) Meetings	The NCM consists of the stakeholders relevant to POPs. The NCM will meet virtually and physically as needed for the project or minimum, twice a year. The NCM will assist in establishment of working groups with assignment of responsibilities among government departments, assist in establishment of a mechanism for the continuous	Frequency as scheduled by the PMU – tentatively twice a year (in person and virtual combined) and emergency meetings if needed	A. Review meeting materials and presentations for the NCM if needed by PMU B. Facilitating the NCM meeting components as assigned by the PMU	10%	Review the executive summary/report summarizing findings and propose recommendations from all the meetings highlighting key points made by stakeholders, and provide input on how to incorporate the recommendati

		identification of other relevant project stakeholders, assist to evaluate and assess the progress of the project; and provide advice, policy and institutional guidance to the project.				ons into the project.
2	Guide the development of the country profile and POPs inventory reports and review reports	Oversee the collection of available information of POPs in Maldives via site investigations, sampling and analysis. The data collection will be conducted by the national NIP experts' team. Review and edit the country profile and POPs inventory reports produced by the national NIP experts' team. The information includes but not limited to: a. health and environmental impacts of POPs, b. level of information awareness on POPs, c. existing programmes for monitoring POPs releases and d. environmental and human health impacts, and e. relevant activities of NGOs on	31 January 2025	- Define the scope of the inventory - Identification of items that require action plan to address particular POP management challenges in Maldives. - Identification of quantitative data for inventoried POPs at national level, use Stockholm Convention guidance documents available and preparation of output for electronic reporting format - Choosing the data collection method - Assessment of the initial NIP and identifying the extent of implementation of the recommendations in the NIP and the gaps left based on the data collected by national NIP experts	5%	 Reviewed and edited country profile and POPs inventory reports Written feedback on the scope of inventory, data collection method, data analysis and assessment of initial NIP

pop :
POPs in
Maldives,
f. technical
infrastructure for
POPs assessment,
measurement,
analysis,
alternatives and
prevention
measures,
g. research and
development
h. technical
infrastructure for
POPs
management and
destruction,
i. existence of
relevant system
for assessment
and
j. listing of new
chemicals,
k. existence of
relevant system
for the
assessment and
regulation of
chemicals already
in the market.
Refer to the
document
'Stockholm
Convention – General
Guidance on POPs
Inventory
Development – June
2020' via link
Guidance (pops.int)

		Lead and manage data collection process for the following: a) Production of the POP or chemical preparations containing it b) Import of the chemical or formulations containing the chemical c) Import products/articles consisting of, containing or contaminated with the POP d) Industries and other professional users in the country e) Industries in the country manufacturing products and articles containing the POP f) Waste streams for POPs g) Methods in practice for the disposal and elimination of POPs/its wastes h) Contaminated sites	10%	Reviewed and endorsed data collected by national NIP experts' team
		Lead and manage inventory data collection:	15%	 Reviewed raw data collected by national NIP experts' team

				- Existing obsolete pesticides, pesticides imported, and pesticides in use (pesticide inventory including		and assist in data analysis.
				pesticides with and without POPs) - Inventory of industrial chemicals with POPs that are being imported and		
				used in the country - Inventory of other POPs products imported and used in the country		- Country POP
				- Lead the preparation of the inventory report with the national NIP experts' team and finalize the report	10%	 Country POPs profile and POPs inventory reports
3	Lead one national priority validation	Attend the national priority validation workshop and present the findings of the	19 February 2025	- Review meeting materials and presentations	5%	Attendance;Feedback on
	workshop	POPs inventory to validate the proposed criteria, national objectives and priorities for POPs management will be organized by PMU.		- Review stakeholder comments and feedback on the first draft	5%	meeting outcomes

5	Produce the final updated draft NIP with the assistance of the national NIP experts' team		31 July 2025	- Review and submit the final draft NIP for endorsement of the PMU/Ministry (after incorporating stakeholder comments)	10%	Review, edit and finalise the final updated draft NIP
6	Plan, attend and facilitate a one-day endorsement workshop for all relevant governmenta I bodies and stakeholders.	Present the updated draft NIP to all relevant government agencies and stakeholders for their review and comments. Obtain endorsement on the final updated draft NIP	31 August 2025	 Prepare presentations for the meeting Conduct a 1-day endorsement workshop for all relevant stakeholders If further comments are received, update the NIP based on this 	5%	 Attend One-day endorsement workshop Provide feedback on meeting outcomes
7	Provide a plan to conduct multiple national inventory workshops/tr ainings within the project duration.	Attend and facilitate a. Multiple national inventory workshop / training(s) within the project duration	Frequency as scheduled by the PMU	 Develop training materials / presentations for trainings Work closely with the national NIP experts' team to plan the workshops. Lead and manage the trainings for relevant stakeholders (sectorbased training sessions) 	10%	 Training materials organized Review the summary report of the workshops/train ings compiled by the national NIP experts (team). Provide recommendations gathered from all the trainings highlighting key points made by stakeholders.

8	Develop the final national report to submit to the SC Secretariat	Assist the national NIP experts' team in the development of the final national report to submit to the SC Secretariat Follow guidance from BCRC China	15 th September 2025	Finalise the final draft of the national report and submit to the PMU (proof reading, formatting, editing etc)	10%	Review the summary report and presentation
Total	:	100%				