



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

**TERMS OF REFERENCE**  
**(IUL)438-ENV/438/2025/45**

**SUPPLY AND DELIVERY OF INDUSTRIAL HEAVY DUTY STORAGE RACKS TO  
THE INTERIM HAZARDOUS WASTE STORAGE FACILITY IN ADDU CITY**

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

**Issued on:** (30<sup>th</sup> January 2025)

**Issued By:** Eliminating Persistent Organic Pollutants through Sound Management of Chemicals  
Project – Project Management Unit

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## Section 1

### Tender Sheet

Reference No:	Tender Reference		
1	<b><u>Tender Name:</u> Supply And Delivery of Industrial Heavy Duty Storage Racks to The Interim Hazardous Waste Storage Facility in Addu City</b>		
2	<b><u>Bid queries submission timeline and Address:</u></b> <b>Location:</b> Ministry of Climate Change, Environment and Energy <b>Date:</b> 09/02/2025 (Sunday) <b>Time:</b> 12:00pm <b>Email:</b> tenders@environment.gov.mv <b>CC:</b> pops.chem@environment.gov.mv <b>Telephone No:</b> 3018300		
3	<b><u>Bid Clarification Deadline and Address:</u></b> <b>Location:</b> Ministry of Climate Change, Environment and Energy	<b>Date:</b> 10/02/2025 (Monday)	<b>Time:</b> N/A
4	<b><u>Proposal submission deadline:</u></b> <b>Location:</b> Ministry of Climate Change, Environment and Energy, Faashanaa Maalam, Dharubaaruge	<b>Date:</b> 16/02/2025 (Sunday)	<b>Time:</b> 10:00 am
5	<b><u>Submission instruction</u></b> Proposals must be delivered in sealed envelopes titled  “Do not Open Before 10:05 hours – Supply and Delivery of Industrial Heavy Duty Storage Racks to The Interim Hazardous Waste Storage Facility in Addu City - (IUL)438-ENV/438/2025/45” and the submitting party’s name and address  Late proposals will be rejected.		
6	<b><u>Submission address</u></b> Procurement Section Ministry of Climate Change, Environment and Energy Faashanaa Maalam, Dharubaaruge, Henveiru Male’, 20392, Republic of Maldives		

	Email: <a href="mailto:tenders@environment.gov.mv">tenders@environment.gov.mv</a> Website: <a href="http://www.environment.gov.mv">www.environment.gov.mv</a> Project name:	
7	<b><u>Bid Opening:</u></b> 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.	<b>Time:</b> 10:05am <b>Date:</b> 16/02/2025 (Sunday)
8	<b><u>Evaluation Criteria is detailed in Annex 11</u></b>	
9	<b><u>Bid Security amount:</u> Not Applicable</b>	
10	<b><u>Performance Guarantee amount:</u> Not Applicable</b>	
<b><u>Note:</u></b>		

## Section 2

### **Instruction for Bidders**

#### **A. General Information**

- |                             |     |  |  |
|-----------------------------|-----|--|--|
| 1. Introduction             | 1.1 | This bid is opened to parties who can provide the goods/services mentioned in the tender sheet. The requirements of the goods/services have been detailed in the information sheet.  |  |
| 2. Eligible Bidders         | 2.1 | This bid is opened to all the registered businesses.   |  |
|                             | 2.2 | If any other parties, except those mentioned in 2.1, are eligible to propose the bid, it shall be stated in the tender sheet.  |  |
| 3. Bid Document and signing | 3.1 | The bid must comply with Annex 1 and the materials included on the bidder's checklist as one document.   |  |
|                             | 3.2 | Bids must be typed in English or Dhivehi 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 to indicate the number of pages. |  |
|                             | 3.3 | 3.3.1  | For companies, if a person other than the Managing Director signs the bid, a copy of the "Power of Attorney" stating that the person is authorized to sign the bid should be submitted.                    |
|                             |     | 3.3.2  | For partnerships, if a person other than the managing partner of the partnerships signs the bid, a copy of the power of attorney stating that the person is authorized to sign the bid shall be submitted. |
|                             |     | 3.3.3  | If any person other than the Chairman of the Cooperative Societies signs the bid, a copy of the Power of Attorney stating that the person is authorized to sign the bid shall be submitted.                |

4. Number of Bids submitted	4.1	Each bidder may submit 1 (one) bid. If any bidder submits more than one bid, all bids submitted by that bidder will be cancelled.
5. Cost of preparing Bid	5.1	All expenses incurred in preparing and submitting the bid shall be borne by the bidder. The ministry shall not be responsible for any expenses incurred in this regard.
6. Other principles	6.1	If the bidder is a close relative of an employee who works in the Ministry or any affiliated office under the Ministry the bidder must disclose it.

## **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) 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 templet given with the TOR.

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

- |                           |      |   |
|---------------------------|------|---|
| 11. Money used in the bid | 11.1 | The bidder shall submit the bid price in a Currency stated in the TOR.  |
| 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 otherwise agreed upon the deadline for work should be submitted in days including all the 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 (one twenty) days from the date of submission of the bid.  |
|                           | 13.4 | If the duration stated by the highest-ranking bidder exceeds the duration stated in the TOR, the ministry reserves the right to negotiate with the bidder in accordance with relevant laws and regulations. |

### **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 closed envelope addressed as per the bid sheet.                              |
| 15. Deadline for submission of bids | 15.1 | The Bid sheet shall state the deadline for bid submission (work or Services)                               |
| 16. Procedure for late bids         | 16.1 | Bids submitted after the deadline will not be accepted.  |
|                                     | 16.2 | Except otherwise, any law or regulation specifies, any bid submitted electronically shall not be accepted. |

### **E. Bid opening and evaluation**

- |                 |      |  |
|-----------------|------|--|
| 17. Bid opening | 17.1 | If the date scheduled for the 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.

- (i) If the amount in the bid differs from the amount stated in words, the correct amount shall be deemed to be the amount in words.
- (ii) If the amount in the bid differs from the amount stated in in the proposal submission form the correct amount shall be deemed as the amount in the bid submission form.
- (iii) Arithmetic errors in the bid can be corrected in the evaluation process.

## 18. Bid Evaluation 18.1

The Ministry may reject the bids in accordance with the public Finance Regulation as follows;

- (i) if the required information and documents are not submitted as stated in the TOR; or
- (ii) if the prices offered are inadequate; or  
any other reason specified by the Ministry.

## 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                               | <p>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.</p> <p>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.</p> <p>21.3 The amount stated in the bid sheet shall be submitted as a performance guarantee.</p> |

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

- |   |  |
|---|--|
| 22. Bid Security (Excluding consultancy services) | <p>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.</p> <p>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.</p> |
| 23. Advance and Advance payment guarantee         | <p>23.1 If an advance is requested, the advance may be issued in accordance with the Public Finance Regulation.</p> <p>23.2 Advance will be issued if the total value of the procurement exceeds MVR 250,000 (Two Hundred and Fifty Thousand Rufiyaa)</p>  |

- 23.3 The party shall request for advance payment within 45 (forty-five) days of signing the contract.
- 23.4 If the advance is requested for, a security or guarantee issued by a government recognized bank or financial institution established in Maldives shall be submitted as advance payment guarantee.
- 23.5 The advance shall not exceed 15% (fifteen percent) of the total contract price. The advance payment will be retained from the bills submitted during work or service performance in proportion to the total value of the contract.
24. Performance guarantee (Excluding consultancy services)
- 24.1 If the bid price is exceeding MVR.500,000/-, the successful bidder shall submit as performance guarantee a security or guarantee issued by a Government recognized bank or financial institution established in Maldives, excluding consultancy service.
- 24.2 If the successful bidder fails to submit the performance guarantee within the timeframe specified, the decision to award the work will be reversed and the bid security submitted by the bidder will be forfeited to the State.
25. Case filing and case investigation
- 25.1 Pursuant to Public Finance Regulation 11.02 filing and investigating of complaints against irregularities in a tender shall be submitted under the finance regulation circular number 13-K/CIR/2018/01 annex 17 through form PR-14.
- 25.2 As mentioned in Rule 11.02 of the Public Finance Regulation, irregularities in a tender shall be submitted in PR-14 form "Bidder Complaint Form-First Stage" in annex 18 of Finance Circular No. 13-K/CIR/2018/01.
- 25.3 Upon submission of irregularities in a tender as per Rule 11.02 of the Public Finance Regulation, within 14 (fourteen) days from the date of filing of the complaint, the matter shall be decided and the decision shall be sent to the complainant

in writing under circular number 13-K/CIR/2018/01 annex 19 reply shall be prepared and notified in the PR-14 form (Response of Procurement Officer to the Tender Issue).

- |  |      |   |
|--|------|---|
| 26.Submitting for Independent Review Committee for reconsideration | 26.1 | In submitting to the Independent Review Committee for administrative review of a tender as mentioned in Chapter 11.02 of the Public Finance Regulation, the tender issue shall be referred to in annex 21 of Public Finance Circular No. 13-K/CIR/2018/01 The complaint may be submitted to the Independent Review Committee through Form PR-16 (Appeal stage). |
|--|------|---|

### **Section 3**

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

#### **27.Definitions**

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

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

- |      |   |
|------|---|
| 28.1 | The parties to this Agreement shall give all notices to each other in connection with this Agreement, the notification shall be in writing and in the Dhivehi or English language.  |
| 28.2 | Upon request by either party, documents sent from one party to the other party shall be submitted physically to a specified address or person or by registered post, or to the designated email address specified in the bid. |

	28.3	If the parties to the agreement wish to change the address in this Agreement, either party must notify the other party in writing.
<b>29. Assignment of work to a third party</b>	29.1	No assignment under this Agreement may be assigned to another party.
<b>30. Taking over of goods and services</b>	30.1	The date and time of delivery of the materials to the Ministry shall be notified to the Contractor before the materials are delivered to the Ministry.
	30.2	Once the materials are brought to the Ministry, the contractor will take over the quantity of the materials.
	30.3	The owner of the 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.
<b>31.Contract Duration</b>	31.1	The goods/services shall be delivered within the period specified in the agreement.
	31.2	In the event of force majeure or manufacturing related matter or any other reason, either party shall notify in writing the other party the delays and the reason for the delay. The notification shall be initiated within the contract period.
	31.3	Any request for the contract extension shall be awarded in accordance with the public Finance Regulation.

- 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 =  $CP \times 0.005 \times LD$   
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 =  $CP \times 0.0025 \times LD$   
CP (Contact Price): Total contract value  
LD (Late Duration): days beyond the term of the contract
- 32.3 If the Contractor is required to pay for the period of delay, the bill submitted by the Contractor shall be paid for the remaining amount after deducting the amount specified in the bill.
- 32.4 The Ministry reserves the right to terminate the contract if the liquidated damages exceed 15% of the total cost of the work.
- 33. Termination of the Agreement**
- 33.1 The Ministry reserves the right to cancel the contract in whole or in part if it is found that the work is not being carried out as specified in the contract.
- 33.2 If the agreement terminates for whatever reason within 3 (three) working days, both parties must sign a statement detailing the completed and unfinished work. A list of all the contractor's items on the work site must be taken within 3 (three) days. The Ministry will not be held liable for any issues with any of these matters after this period.

<b>34. Other things</b>	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, such a provision becomes incorporated into this Agreement, both parties agree to maintain this Agreement without termination, albeit by amending such provision.
<b>35. Taxes and other fees</b>	35.1 Taxes, customs duties, import license fees and any other fees payable in connection with this work shall be paid by the contractor.
<b>36. Modification of the agreement (Amendments)</b>	36.1 Any provision of this Agreement may be modified only by agreement signed between the parties.
<b>37. The law applicable to the agreement</b>	37.1 This Agreement shall be governed by, and enforced in accordance with, the laws and regulations of the Republic of Maldives.
<b>38. Dispute</b>	<p>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.</p> <p>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.</p> <p>38.3 In case of dispute between TOR and PFR (Public Finance Regulation) PFR will prevail.</p>

## Section 4

### Annex 1

#### **DOCUMENTS AND CHECKLIST TO BE SUBMITTED BY THE BIDDER**

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

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

#	Documents to be submitted	✓/ ×	Page No:
<b>Technical Proposal</b>			
<b>1</b>	Proposal submission form - (Annex 2) ( <b>signed by the owner of the entity or person with power of attorney to sign</b> )		
<b>2</b>	Cooperative Profile Sheet issued by the Ministry of Economic Development <b>Profile taken from website: <a href="http://www.business.egov.mv">www.business.egov.mv</a></b>		
<b>3</b>	Tax Clearance Report		
<b>4</b>	Experience Letter		
<b>5</b>	Shop drawings from the manufacturer		
<b>6</b>	Documentation of conflict or non-conflict of interest – (Annex 3)		
<b>7</b>	Delivery Schedule (Annex 4)		
<b>8</b>	Schedule of Requirements and Compliance Schedule (Annex 5)		
<b>Financial Proposal</b>			
<b>9</b>	Financial Breakdown Form – (Annex 6 - Form FIN – 1)		
	<ul style="list-style-type: none"> <li>Details of Financial Situation- (Annex 7- FIN FORM - 2)</li> <li>Average Annual Turnover – (Annex 8 - FIN FORM – 3)</li> <li>Line of Credit Letter – (Annex 9 - FIN FORM - 4)</li> <li>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)</li> </ul>		
	<b><u>Supporting Documents</u></b> <ul style="list-style-type: none"> <li>Financial statements of the business for the year 2023,2022 &amp; 2021</li> </ul>		
<b>10</b>	Current Contract Commitments / Work in Progress (Annex 10 - Fin Form 5)		

11	Bid Security – Not required		
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**Note 01:**

- Cooperative profile sheet, tax clearance report and conflict of interest document may be obtained during the evaluation process if not submitted with the bid.
- In case of price conflict in Proposal submission form - Annex 2 -Tech Form 1 and Financial Breakdown Form – Annex 7 - Form FIN – 1, the correct price shall be deemed to be the price in the Proposal submission form - Annex 2.



## Annex 2

### **PROPOSAL SUBMISSION FORM**

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

### Annex 3

#### **DISCLAIMER FOR CONFLICT OF INTEREST**

<b>Tender Name:</b>	Click here to enter text.		
<b>Advertisement No:</b>	Click here to enter text.		
<b>Advertisement Date:</b>	Click here to enter text.		
<p><i>I/We, the undersigned as the bidder, submitting the tender in respect of call for captioned tender, confirm:</i></p> <ul style="list-style-type: none"> <li><i>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);</i></li> <li><i>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;</i></li> <li><i>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;</i></li> <li><i>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;</i></li> <li><i>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;</i></li> <li><i>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.</i></li> </ul>			
<input type="checkbox"/> <b>YES</b> , I/We have <b>“close relative” or “close associate”</b> please find the Details below. Name of the Staff(s): NID Card No.: Relationship with the Staff: <input type="checkbox"/> <b>NO</b> , I/We do not have <b>“close relative” or “close associate”</b>			
<b>Details of the Bidder</b>			
Name of the Bidder:		Stamp of the Bidding Company	
Signature of the Bidder:		Date:	

## Annex 4

### **DELIVERY SCHEDULE**

The Goods specified are required to be delivered within maximum 60 calendar days from the date of Contract Signing specified in Annex 5 SCHEDULE OF REQUIREMENTS AND COMPLIANCE SCHEDULE and Section 5 DETAILS OF SERVICES/MATERIALS/WORK REQUIRED.

[The form shall be filled in the table below, with the required dates]

Item	Description of goods	Qty	Physical 1 unit	Final Destination	Delivery date		
					Delivery date	Installation date	Handover date
1	Supply and Delivery of Industrial Heavy Duty Storage Racks to the Interim Hazardous Waste Storage Facility in Addu City as listed in the Schedule of Requirement form		<i>[insert physical unit for the quantity]</i>	Interim Hazardous Chemicals Storage Facility, Hithadhoo, Addu City, Maldives	<i>[insert the number of days following the date of effectiveness of the Contract]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>

## Annex 5

### **SCHEDULE OF REQUIREMENTS AND COMPLIANCE SCHEDULE**

Specification		Required	Tender's Response
Make		Yes	
Model		Yes	
Country of Origin		Yes	
Manufacturers Literature and specification supplied		Yes	
Shop drawings from manufacturer		Yes	
Item	Specification	Required	Tender's Response
Rack 01 dimensions	W: 1500mm x H: 5000mm x L: 6000mm	Yes	
Rack 02 dimensions	W: 1500mm x H: 5000mm x L: 3350mm	Yes	
Load carrying capacity of <b>each platform</b>	2500kg each	Yes	
Rack type	Racks shall be modular	Yes	
	Easily adjustable rack heights	Yes	
Mounting:	Must function without mounting to ground slab	Yes	
	Foot of the racks padded to prevent damage to the floor slab	Yes	
	Have the option to mount to ground slab	Yes	
Corrosion protection:	All members of the rack (structural members and platforms) shall be painted with anti-corrosive industrial paint	Yes	
	All bolts, nuts and screws used shall be SS-bolts, minimum grade 304	Yes	
	Must be able to withstand environmental conditions: Average relative humidity 75% year-round Average daily temperature 30 degrees Celsius year-round Monsoon type rains High dust and sand content in the air	Yes	
Assembly	Assembly instructions shall be provided with illustrations, references made to each member, nuts, bolts etc. All members shall be labelled clearly and identifiable in reference to the assembly instructions.	Yes	

## Annex 6

### FIN FORM 1

#### Financial Breakdown Form

**Date:**

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

#	Item Description	Unit	Qty	Rate (MVR)	Amount (MVR)
	<b>Notes:</b> 1. Racks shall be modular industrial heavy duty storage racks 2. Each storage rack platform must be able to withstand minimum. 2500kg load each. All members sizing shall be done accordingly 3. The rack platform heights shall be easily adjustable 4. All members of the rack (structural members and platforms) shall be painted with anti-corrosive industrial paint 5. All bolts, nuts and screws used shall be ss-bolts 6. The foot of the racks shall be padded to prevent damage to the floor 7. Assembly instructions shall be provided with illustrations, references made to each member, nuts, bolts etc.				
1	RACK 01 DIMENSIONS: W: 1500mm x H: 5000mm x L: 6000mm	LS	1		
2	RACK 02 DIMENSIONS: W: 1500mm x H: 5000mm x L: 3350mm	LS	1		
3	Supply and delivery to site	LS	1		
				<b>Total</b>	
				<b>GST 8%</b>	
				<b>Total with GST</b>	

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

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

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

Authorized Signature and Stamp

## Annex 7

### **FIN FORM 2**

#### **Details of Financial Situation**

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

<b>Financial Data for Previous 3 Years [MVR Equivalent]</b>			
	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 8

### **FIN FORM 3**

#### **Average Annual Turnover**

Each Bidder must fill in this form

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

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

**Annex 9**

**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: \_\_\_\_\_



## **Annex 10**

### **FIN FORM 5**

#### **Current Contract Commitments/Works in Progress**

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

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

## Annex 11

### **CRITERIA TO BE USED FOR EVALUATION OF BIDS**

<b>Areas</b>	<b>Details</b>	<b>Points</b>
<b>Price</b>	Lowest Offered Price/ Offered Price ×60 (The lower the price, the more points.)	<b>60</b>
<b>Experience</b>	<p>Points will be awarded based on documentation provided by the contractor for completed works over the past three years (2022, 2023, and 2024). The relevant work includes the supply and/or delivery of furniture/construction material. The following criteria must be met to score 20 out of 30 points:</p> <ul style="list-style-type: none"> <li>• Option 1: Participation as a supplier in at least 2 contracts within the last 3 years, each with a value of at least MVR 100,000.00.</li> <li>• Option 2: Participation in up to 3 contracts within the last 3 years, each with a minimum value of MVR 66,666.67, but with a total value of all contracts equal to or exceeding MVR 200,000.00. These contracts must have been successfully and substantially completed and similar to the proposed works.</li> </ul> <p>Submitted documents should clearly state the cost of the work, the level of completion, and the dates of award and completion. The remaining 10 out of 30 points will be awarded for additional submissions.</p> <p>Contractors can earn 2 points for each additional submission, up to a maximum of 5 submissions. These additional submissions must be for works similar to the proposed project, with a contract value of at least MVR 66,666.67, and must have been successfully and substantially completed within the last 3 years.</p>	<b>30</b>
<b>Duration</b>	Maximum submission period Submission period ×10 (The shorter the period, the more points.)	<b>10</b>

## FINANCIAL SITUATION EVALUATION

To be eligible the financial statements of the bidding party must show a minimum annual turnover of **MVR 200,000.00**, 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 200,000.00**, for liquid assets, for the years 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 a minimum of **MVR 200,000.00**

**(or)**

If bidding party is unable to meet any of the above requirement they shall submit 'Line of Credit Letter' As per the template in fin form 4. Credit limit shall be no less than **MVR 200,000.00 – (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 bidder's 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**

The 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 the Ministry of Climate Change, Environment and Energy.

## Section 5

### **DETAILS OF SERVICES/MATERIALS/WORK REQUIRED**

<b>Introduction and Background</b>
<p>The Government of Maldives has received funding from the Global Environment Facility (GEF) for the project “Eliminating Persistent Organic Pollutants Through the Sound Management of Chemicals”. The Government intends to apply part of the proceeds towards procuring the services of Supply and Delivery of Industrial Heavy Duty Storage Racks to the Interim Hazardous Waste Storage Facility in Addu City</p>
<b>Objective</b>
<p>This activity is part of Component 2 of the project, which is focused on "Establishing systems for the safe collection, labeling, storage, and disposal of hazardous chemicals and wastes." Within the framework of this component, significant progress has already been made, including the previous supply of essential operational equipment to support the effective functioning of the facility. The current phase of the project aims to procure and deliver Industrial Heavy Duty Storage Racks to the facility. This procurement is a critical step in ensuring the safe and compliant storage of hazardous chemicals and wastes, in line with the facility’s Standard Operational Procedure, which outlines the necessary standards and practices for storing hazardous materials securely before their eventual transportation or export. The storage racks will enhance the facility’s capacity to manage these substances safely, minimizing environmental and health risks.</p> <p>The project is being implemented by the Ministry of Climate Change, Environment, and Energy, with support from the United Nations Development Program (UNDP), which acts as the accredited agency for the Global Environment Facility (GEF).</p>
<b>Scope of Assignment</b>
<p>The main objective of this consultancy is procuring the services of Supply and Delivery of Industrial Heavy Duty Storage Racks to the Interim Hazardous Waste Storage Facility in Addu City.</p>
<b>Requirements for Experience and Qualifications</b>
<b>General Experience</b> <p>Experience under contracts in the role of supplier, for at least the last 3 years prior to the applications submission deadline.</p>

## Specific Experience

Participation as a supplier, in at least 2 contracts within the last 05 years, each with a value of at least MVR 100,000.00 Or less than or equal to 3 contracts, each of minimum value MVR 66,666.67 but with total value of all contracts equal or more than MVR 200,000.00 that have been successfully and substantially completed and that are similar to the proposed Works. The similarity shall be based on physical size, complexity, methods/technology or other characteristics. It could include supply and delivery of furniture/construction material.

## Technical Specifications

### 1. Introduction

The bids must include the supply and delivery as outlined in these specifications. These specifications set forth the minimum requirements for the racks to be supplied. All the racks provided must meet or exceed these specifications. Any deviations from these basic requirements, particularly concerning size, capability, or design, will not be accepted.

The racks must conform to industry standards for strength, quality, and workmanship, and must meet relevant international quality standards.

Tenderers must complete the "Schedule of Requirements and Compliance Schedule," confirming compliance with each of the requirements outlined below. The completion of this schedule is mandatory, with a clear "yes" or "no" response. Any deviations from the specifications must be clearly identified in a separate list with an explanation of the differences. Tenderers should provide specification sheets or any additional documentation that can assist in the evaluation of the bid.

### 2. Rack Specifications

The goods and related services provided must meet the following specifications:

- **Rack Dimensions:**
  - Rack 01: Width 1500mm x Height 5000mm x Length 6000mm
  - Rack 02: Width 1500mm x Height 5000mm x Length 3350mm
- **Load Carrying Capacity:** Each platform must support a minimum load of 2500kg.
- **Rack Type:** The racks must be modular in design and easily adjustable in height.
- **Mounting Requirements:**
  - The racks must function without requiring mounting to the ground slab.
  - The feet of the racks must be padded to prevent damage to the floor slab.
  - The racks must have the option to be mounted to the ground slab if needed.
- **Corrosion Protection:**

- All structural members and platforms of the rack must be painted with anti-corrosive industrial paint.
- All bolts, nuts, and screws used must be made from stainless steel (SS), minimum grade 304.
- **Environmental Suitability:**
  - The racks must be able to withstand the following environmental conditions:
    - Average relative humidity of 75% year-round.
    - Average daily temperature of 30°C year-round.
    - Exposure to monsoon-type rains.
    - High dust and sand content in the air.
- **Assembly:**
  - Assembly instructions must be provided, with clear illustrations.
  - Each rack member, including nuts and bolts, must be clearly labeled and referenced in the assembly instructions for ease of identification.

### Duration of the Work

Duration of the assignment is **60 calendar days** upon signing the contract.

### Deliverables & Payment Schedule

Deliverable	Indicative duration	Payment Schedule
Deliverable 1: Supply and Delivery of Industrial Heavy Duty Storage Racks as listed in the Schedule of Requirement form to the Final Destination at the “Interim Hazardous Chemicals Storage Facility, Hithadhoo, Addu City, Maldives.	60 calendar days upon signing of contract	100% upon completion and approval of Deliverable 1