



Ministry of Tourism and Environment
Republic of Maldives

TERMS OF REFERENCE
IULAN NO: (IUL)88-BTR/88/2025/426

CONSULTANCY SERVICE FOR DEVELOPING NATIONAL CARBON REGULATION

Requesting for proposal (RFP) – Single Envelope

Issued on: 21st August 2025

Issued By: Maldives BTR 1 Project

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Section 1

Tender Sheet

Reference No:	Tender Reference		
1	<u>Tender Name:</u> Consultancy Service for Developing National Carbon Regulation		
2	<u>Bid queries submission timeline and Address:</u> Location: Ministry of Tourism and Environment Date: 28/08/2025 (Thursday) Time: 12:00pm Email: tenders@mote.gov.mv CC: btr@environment.gov.mv Telephone No: 3018300		
3	<u>Bid Clarification Deadline and Address:</u> Location: Ministry of Tourism and Environment	Date: 31/08/2025 (Thursday)	Time:
4	<u>Proposal submission deadline:</u> Location: Ministry of Tourism and Environment - Reception	Date: 03/09/2025 (Wednesday)	Time: 10:00am
5	<u>Submission instruction</u> Proposals must be delivered in sealed envelopes titled “Do not Open Before 3rd September 2025, 1005 AM – Consultancy Service for Developing National Carbon Regulation – (IUL)88-BTR/88/2025/426” and the submitting party’s name and address Late proposals will be rejected.		
6	<u>Submission address</u> Procurement Division Ministry of Tourism and Environment Faashanaa Maalam, Dharubaaruge, Henveiru Male’, 20344, Republic of Maldives Email: tenders@mote.gov.mv		

	Website: www.environment.gov.mv Project name: Maldives BTR1 Project	
7	<u>Bid Opening:</u> 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.	Time: 10:05am Date: 03/09/20025 (Wednesday)
8	<u>Evaluation Criteria on Annex 13</u>	
<u>Note:</u>		

Section 2

Instruction for Bidders

A. General Information

- | | | |
|-----------------------------|-----|---|
| 1. Introduction | 1.1 | This bid is opened to parties who can provide the goods/services mentioned in the tender sheet. The requirements of the goods/services have been detailed in the information sheet. |
| 2. Eligible Bidders | 2.1 | This bid is opened to all the registered businesses. |
| | 2.2 | If any other parties, except 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 | <div style="padding-left: 20px;">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.</div> <div style="padding-left: 20px;">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.</div> <div style="padding-left: 20px;">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.</div> |

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|-----------------------------|-----|---|
| 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) can 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 specified, 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 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 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.

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|---|---|
| 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 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> <p>23.3 The party shall request for advance payment within 45 (forty-five) days of signing the contract.</p> |

- 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.

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 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.
31.Contract Duration	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.

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

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

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

CP (Contact Price): Total contract value

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

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

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

33. Termination of the Agreement

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

- 33.2 If the agreement 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.

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, 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 | <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) the 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:
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 Team Leader and Team members) – (Annex 6 - Tech Form 5 & 6)		
6	Cooperative Profile Sheet issued by the Ministry of Economic Development Profile taken from website: www.business.egov.mv		
7	Tax Clearance Report		
8	Experience Letter – (Business)		
9	Documentation of conflict or non-conflict of interest – (Annex 12)		
Financial Proposal			
10	Financial Breakdown Form – (Annex 7 - Form FIN – 1)		
11	<ul style="list-style-type: none"> Details of Financial Situation - (Annex 8 - FIN FORM - 2) 		

	<ul style="list-style-type: none"> • Average Annual Turnover – (Annex 9 - FIN FORM – 3) • Line of Credit Letter – (Annex 10 - FIN FORM - 4) • 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) 		
	<p><u>Supporting Documents</u></p> <ul style="list-style-type: none"> • Financial statements of the business for the year 2024, 2023 & 2022 		
12	Current Contract Commitments / Work in Progress – (Annex 11 - FIN FORM 5)		

Note:

- **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
TECH FORM 1

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

Annex 3
TECH FORM 2

Approach, Methodology and Work Plan

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

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

a) Technical Approach and Methodology

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

b) Work Plan

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

Annex 4
TECH FORM 3

Work Schedule

Consultancy Service for Developing National Carbon Regulation																
Deliverables	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15 Week 16

Annex 5
TECH FORM 4

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

	Ministry of Tourism and Environment	Positions held: Summary of role
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Annex 6
TECH FORM 5

Letter of Commitment

(Team Leader)

[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 **/Team Leader** to “**Consultancy Service for Developing National Carbon Regulation**” for the Ministry of Tourism and Environment.

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 Tourism and Environment’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.

TECH FORM 6

Letter of Commitment

(Team Members)

[Location, Date]

To: [Name and address of Client]

Ref no: _____

Dear Sir/Madam,

I am writing to confirm my availability to provide services as the **Specialist** (Specify) to **“Consultancy Service for Developing National Carbon Regulation”**- for the Ministry of Tourism and Environment.

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 Tourism and Environment’s notice, to commence performance of the services with due expedition and without delay.

Yours sincerely,

Name:

ID card No:

Date:

Signatory:

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

Annex 7
FIN FORM 1

Financial Breakdown Form

Date:

Reference No: (generated by the proponent)

No.	Description	Price/Unit (MVR)	Total
1	D1 - Outline of Draft National Carbon Regulation		
2	D2 - Draft regulation and Report on stakeholder consultations		
3	D3 – Finalized regulation after incorporating stakeholder feedback English Translation of finalized regulation Policy brief (in Dhivehi) of the National Carbon Regulation to facilitate the endorsement process.		
Total:			
GST 8%			
Total with GST			

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

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

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

Authorized Signature and stamp

Annex 8

FIN FORM 2

Details of Financial Situation

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

Financial Data for Previous 3 Years [MVR Equivalent]			
	Year 2024	Year 2023	Year 2022

Information from Balance Sheet

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

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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

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

- Historic financial statements must correspond to accounting periods

Annex 9

FIN FORM 3 **Average Annual Turnover**

Each Bidder must fill in this form

Annual Turnover Data for the Last 3 Years		
Year	Amount Currency	MVR Equivalent
2024		
2023		
2022		
Average Annual Turnover		

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

Annex 10

FIN FORM 4

Line of Credit Letter

[letterhead of the Bank/Financing Institution]

[date]

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

Dear,

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Annex 11

FIN FORM 5

Current Contract Commitments/Works in Progress

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

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

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

Tender Name:	Click here to enter text.		
Advertisement No:	Click here to enter text.		
Advertisement Date:	Click here to enter text.		
<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"> <i>that should I/We have any “close relative” or “close associate” working at Ministry of Tourism and Environment, 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> <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> <i>that I/We will inform the at Ministry of Tourism and Environment, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest;</i> <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> <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> <i>that I/We understand that the at Ministry of Tourism and Environment 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> 			
<input type="checkbox"/> YES , I/We have “close relative” or “close associate” please find the Details below. Name of the Staff(s): NID Card No.: Relationship with the Staff:			
<input type="checkbox"/> NO , I/We do not have “close relative” or “close associate”			
Details of the Bidder			
Name of the Bidder:		Stamp of the Bidding Company	
Signature of the Bidder:		Date:	

Annex 13

Criteria to be used for evaluation of bids

Technical Score	
The following criteria will be applied during the evaluation of the proposals and attention should be paid while preparing the proposals. Points will be awarded only for assignments with supporting documents.	
Preliminary Evaluation	
<ol style="list-style-type: none"> 1. The Client will determine if the Bids are sufficiently responsive based on the bid submission requirements. 2. The Client will determine if the Bidder has the financial capacity to undertake this consultancy according to the “FINANCIAL SITUATION EVALUATION” presented below. If the bidder does not meet the financial capacity evaluation, then the party will be disqualified. 3. The Client will determine if the Expert identified by the Bidder for this consultancy meets the minimum requirements as “section 5 - Details of services/materials/work required”. If the minimum set qualification and skills, general and specific professional experience is not met, then the party will be disqualified. 4. Only bids meeting the above criteria will be considered for Technical Evaluation 	
Technical Evaluation	
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) Project Team	
1. National Legal Expert (Team Lead)	50

<p>Minimum Qualifications: Master's Degree in Law or Legal Studies</p> <p><i>Master's Degree and above in relevant field: 5 points</i></p> <p>Professional Experience</p> <ul style="list-style-type: none"> • Minimum 5 years professional experience in legal sector preferably in legal drafting <i>5 and more than 5 years: 5 points</i> • Demonstrated experience in drafting legal texts in the public sector of the Maldives. <i>5 points per proof of assignment (up to 20 points)</i> • Demonstrated experience in drafting legal texts in the area of climate change, environment, or energy (Submission of weblinks of samples are acceptable) <i>5 points per training completed (up to 20 points)</i> <p>2. National Climate Change Expert</p> <p>Minimum Qualifications: Master's Degree in a relevant field such as Climate Change, Science, Oceanography, Environmental Science, Environmental Management, Energy, Engineering, Developmental Studies, or related fields to this assignment.</p> <p><i>Master's Degree and above in relevant field: 5 points</i></p> <p>Professional Experience</p> <ul style="list-style-type: none"> • Minimum At least 5 years professional experience in climate change sector of the Maldives, preferably having familiarity with JCM or Article 6 of PA. <i>5 and more than 5 years: 5 points</i> • Demonstrated experience with the market mechanisms under the UNFCCC. <i>5 points per proof of assignment completed (up to 6 points)</i> • Demonstrated experience in Article 6 of Paris Agreement or the Joint Crediting Mechanism (JCM) <i>Up to 6 points</i> • Demonstrated experience with GHG emissions estimations and climate change mitigation actions <i>4 points per proof of assignment completed (up to 12 points)</i> • Familiarity with Article 6 mechanisms of the Paris Agreement. <i>Up to 6 points</i> • Experience in working within government institutions in the area of climate change in the Maldives will be considered an asset. <i>Up to 10 points</i> 	50
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Total A=	100
(B) Approach, methodology and work plan	
<p>Approach and methodology</p> <p><i>a) Demonstration of an understanding of the objective of the assignment in the context of the project - (somewhat: 0 to 10 points, Moderate: 11 to 22 points, excellent: 23 to 35 points)</i></p> <p><i>b) Proposal on methodology on carrying out the activities - (somewhat: 0 to 10 points, Moderate: 11 to 22 points, excellent: 23 to 35 points)</i></p>	70
<p>Work Plan.</p> <p><i>a) Proposed main activities of the assignment, their content and duration, phasing and interrelations, milestones including interim approvals by the Client and delivery dates of the reports - (somewhat: 0 to 4 points, Moderate: 5 to 9 points, excellent: 10 to 15 points)</i></p> <p><i>b) Work plan being consistent with proposed Technical Approach and Methodology – (somewhat: 0 to 4 points, Moderate: 5 to 9 points, excellent: 10 to 15 points)</i></p> <p>{ Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }</p>	30
Total B=	100
<p>Technical Score:</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following two sub criteria and relevant percentage weights for each position. Only Specialists who meet the minimum qualification requirements will be qualified for technical evaluation.</p> <p>Technical score (St) = $A/100*[60] + B/100*[40]$</p>	

Note: Only the proposals that will obtain a minimum of 60% out of 200 obtainable points will be qualified for the financial evaluation.

Financial Score:

The formula for determining the financial scores is the following:

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

Final Score

- Final Score is calculated by summing the weighted scores
- The weights given to the Technical and Financial Proposals are: $T = [0.7]$, and $F = [0.3]$
- Formula for calculating the Final Score = $S_t * 0.7 + S_f * 0.3$

FINANCIAL SITUATION EVALUATION

To be eligible the financial statements of the bidding party must show, minimum annual turnover of **MVR 100,000.00**, for the year 2024, 2023 and 2022. **(Form FIN-3 Annual Turnover)**

(or)

To be eligible the financial statements of the bidding party must show, Minimum value of **MVR 100,000.00**, for liquid asset, for the year 2024, 2023 and 2022. – **(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 100,000.00**

(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 100,000.00 – (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 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 Tourism and Environment 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 Tourism and Environment.

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.

Section 5
Details of services/materials/work required

Introduction and Background
<p>The Ministry of Tourism and Environment (MOTE) is seeking a qualified firm for developing the National Carbon Regulation.</p> <p>The National Carbon Regulation aims to establish the legal framework to ensure transparency and integrity in accounting for the national greenhouse gas (GHG) emissions and removals in line with international climate obligations, and to establish clear roles and responsibilities of different agencies.</p>
Objective
<p>The primary objective of this task is to develop the National Carbon Regulation under the Climate Emergency Act (Law No. 9/2021). The National Carbon Regulation will provide the legal framework related to GHG emission reduction and removals for projects and programmes undertaken in the Maldives. The regulation will ensure transparency, quality, and integrity in carbon management and prevent risks such as double counting. This regulation will facilitate addressing the current challenges due to the lack of standardized legal framework governing national carbon under the market and non-market mechanisms under the Article 6 of the Paris Agreement.</p>
Scope of Assignment
<p>The scope of work involves the following tasks to achieve the above objective:</p> <ol style="list-style-type: none">1. Development of draft National Carbon Regulation:<ol style="list-style-type: none">a. The regulation should<ol style="list-style-type: none">i. outline the necessary procedures, guidelines, and responsibilities for governing national carbon (emissions, removals and trading).ii. facilitate the application of carbon market mechanisms under Article 6 of the Paris Agreement.iii. ensure integrity and transparency.iv. ensure appropriate safeguards are considered to prevent risks such as overestimations, overallocation, double counting, laundering of carbon credits and fraud

- b. The regulation should be developed in Dhivehi and after finalization, translated to English language.
- c. Hold consultation meetings with stakeholders as per the guidance provided by the Ministry.
- d. Incorporate feedback and inputs from stakeholders into the draft regulation
- e. Present the draft regulation to key stakeholders for further review and discussion.
- f. Revise the draft based on the feedback received and finalize the regulation document in both Dhivehi and English languages.
- g. Assess relevant international agreements and best practices on carbon regulation.
- h. The consultants are expected to consult international parties while preparing the regulation

Requirements for Experience and Qualifications

In executing this TOR, the proponent is expected to propose a team that fulfil the following criteria and should provide reference letters/documents demonstrating that they meet the academic and experience requirements. The proponent can include additional members in the team but only the following experts will be evaluated.

1) National Legal Expert (Team Lead)

Academic Qualification

- a) Minimum Qualifications: Master's Degree in Law or Legal Studies

Experience

- a) Minimum 5 years professional experience in legal sector preferably in legal drafting
- b) Demonstrated experience in drafting legal texts in the public sector of the Maldives.
- c) Demonstrated experience in drafting legal texts in the area of climate change, environment, or energy (Submission of weblinks of samples are acceptable).
- d) Must have excellent speaking, reading, writing and presentation skills in English and Dhivehi

2) National Climate Change Expert

Academic Qualification

- a) Minimum Qualifications: Master's Degree in a relevant field such as Climate

Change, Science, Oceanography, Environmental Science, Environmental Management, Energy, Engineering, Developmental Studies, or related fields to this assignment.

Experience

a) Climate Change Expert

- a) At least 5 years professional experience in climate change sector of the Maldives, preferably having familiarity with JCM or Article 6 of PA.
- b) Demonstrated experience with the market mechanisms under the UNFCCC.
- c) Demonstrated expertise in Article 6 of Paris Agreement or the Joint Crediting Mechanism (JCM).
- d) Demonstrated experience with GHG emissions estimations and climate change mitigation actions
- e) Familiarity with Article 6 mechanisms of the Paris Agreement.
- f) Experience in working within government institutions in the area of climate change in the Maldives will be considered an asset.
- g) Must have excellent speaking, reading, report writing and presentation skills in English and Dhivehi

Duration of the Consultancy - 4 calendar months

Deliverables & Payment Schedule

No.	Deliverables	Payment Schedule
D1	Outline of Draft National Carbon Regulation	30%
D2	Draft regulation and Report on stakeholder consultations	30%
D3	Finalized regulation after incorporating stakeholder feedback English Translation of finalized regulation Policy brief (in Dhivehi) of the National Carbon Regulation to facilitate the endorsement process.	40%
Total:		100%

Indicative timeline of activities

No.	Activities	Timeline
A1	Kick-off meeting, scoping meetings, drafting the outline and the initial draft of the regulation	2 months
A2	Stakeholder consultations and updating the draft regulation	1 month
A3	Validation workshop, finalization of legal text and dissemination meetings.	1 month