

Ministry of Climate Change, Environment and Energy

Republic of Maldives

TERMS OF REFERENCE (IUL)438-ENV/438/2024/379

CONSULTANCY FOR A CHEMICALS MANAGEMENT CONSULTANT

Requesting for proposal (RFP) Round 3 – Single Envelope

Issued on: 27th August 2024

Issued By: "Institutional Strengthening and Capacity Building for The Sound Management of Chemicals and Wastes in The Maldives"

12

8

Contents Section 1 3 Tender Sheet 3 Section 2 5 Instruction for Bidders 5

Section 3	11
General and special provisions of the agreement	11
Section 4	15

Annex 1	15
Documents and checklist to be submitted by the bidder	15
Annex 2	17

TECH FORM 1	17
Proposal Submission Form	17

Aimea J	10
TECH FORM 2	18
Annex 4.	19
TECH FORM 3	19

Annex 5	20
TECH FORM 4	20
Anney 6	22

TECH FORM 5	22
Annex 7	23
FIN FORM 1	23

	25	
FIN FORM 2	25	
Anney 9	27	

FIN FORM 3	27
Annex 10	28
FIN FORM 4	28
Annex 11	29

FIN FORM 5	29	9
Annex 12	30	
DISCLAIMER FOR CONFLICT OF INTEREST	30	Э
Amnor 12	21	

Annex 13	31
Criteria to be used for evaluation of bids	31
Section 5	38

Anney 3

Section 1

Tender Sheet

Reference	Tender Reference			
No:				
1	Tender Name: CONSULTANCY FOR A CHEMICALS MANAGEMENT			
	CONSULTANT			
	Requesting for proposal (RFP) Round 3 – Single Envelope			
2	Bid queries submission timeline and Address:			
	Location: Ministry of Climate Change, Environment and Energy			
	Date: 03/09/2024 (Tuesday)			
	Time: 12:00pm			
	Email: procurement@environment.gov.r	nv		
	CC: (environment@environment.gov.mv	v)		
	Telephone No: 3018300			
3	Bid Clarification Deadline and	Date:	Time:	
	Address:	03/09/2024	12:00pm	
	Location: Ministry of Climate Change,	(Tuesday)		
	Environment and Energy			
4	Proposal submission deadline:	Date:		Time: 11:00am
	Location: Ministry of Climate Change,	09/09/2024		
	Environment and Energy - Reception	(Monday)		
5	Submission instruction			
	Proposals must be delivered in sealed en	velopes titled		
	"Do not Open Before 09th September 2	024 at 11:05 l	hours – Cons	sultancy For A
	Chemicals Management Consultant –	(IUL)438-EN	V/438/2024/3	379" (and the
	submitting party's name and address)			
	Late proposals will be rejected.			
6	Submission address			
	Procurement Section			
	Ministry of Climate Change, Environment and Energy Green Building, Handhuvaree Hingun, Maafannu			
	Male', 20392, Republic of Maldives			

	Email: procurement@environment.gov.mv							
	Website: www.environment.gov.mv							
	Project name: "Institutional Strengthening and Capacity Building for The Sound							
	Management of Chemicals and Wastes in The Maldives"							
7	Bid Opening: Time: 11:05am							
	Proposals will be opened in the presence of the	Date: 09/09/2024						
	proponents' representatives who choose to be present	(Monday)						
	at the address below at the time of proposal opening.							
8	Evaluation Criteria on Annex 13							
Note:								

Section 2

Instruction for Bidders

A. General Information

- 1. Introduction

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

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

B. Documents relating to the bid

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

TERMS OF REFERENCE 9. Changes to the 9.1 If it is deemed necessary to make a change to the bid before tender the expiry of the bid opening period, an amendment (deduction/addition) can may be made. 10. Language used 10.1 The bidder shall prepare the bid in Dhivehi or English in in the tender accordance with the sample given with the bid. C. Preparation of bids 11. Money used in 11.1 The bidder shall submit the bid price in Maldivian Currency the bid (MVR). 12.Proposing the 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. price 13.Duration 13.1 The deadline for work should be submitted in days including holidays except Friday. 13.2 The period offered for the work shall be reasonable for the performance of the work. 13.3 The expiry date of the bid shall be at least 120 days from the date of submission of the bid. 13.4 If the bidder has given more time than the time given by the Ministry for the works specified in the bid, the bid will be rejected.

D. Submission of bids

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

E. Bid opening and evaluation

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

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

F. securities to be Submitted

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

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

24. Performance guarantee

- 24.1 If the bid price is above MVR.500,000/-, the successful bidder shall submit as performance guarantee a security or guarantee issued by a Government recognized bank or financial institution established in Maldives for this project.
- 24.2 If the successful bidder does not submit the performance guarantee within the period given to him, the decision to award the work will be canceled and the bid security submitted by the bidder will be forfeited to the State.

25.Case filing and case investigation

- 25.1 As per the Public Finance Regulation 11.02 filing and investigating of complaints against irregularities in a tender shall be submitted under the finance regulation circular number 13-K/CIR/2018/01 annex 17 through form PR-14.
- 25.2 As mentioned in Rule 11.02 of the Public Finance
 Regulation, irregularities in a tender shall be submitted in
 PR-14 form "Bidder Complaint Form-First Stage" in annex
 18 of Finance Circular No. 13-K/CIR/2018/01.
- 25.3 Upon submission of irregularities in a tender as per Rule 11.02 of the Public Finance Regulation, within 14 (fourteen) days from the date of filing of the complaint, the matter shall be decided and the decision shall be sent to the complainant in writing under circular number 13-K/CIR/2018/01 annex 19 reply shall be prepared and notified in the PR-14 form (Response of Procurement Officer to the Tender Issue).

26.Submitting for
Independent Review
Committee for
reconsideration

26.1 In submitting to the Independent Review Committee for administrative review of a tender as mentioned in Chapter 11.02 of the Public Finance Regulation, the tender issue shall be referred to in annex 21 of Public Finance Circular No. 13-K/CIR/2018/0 The complaint may be submitted to

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

Section 3

General and special provisions of the agreement

27.Definitions	27.1	"Owner of the Work" means a place within the jurisdiction of the Ministry required to carry out the Work.
	27.2	"Contractor" means the person submitting the tender for the performance of the work.
	27.3	"Work" means the service or works described in the tender sheet.
	27.4	"Work Price" means the amount paid to the Contractor upon completion of the Work in accordance with the Agreement.
	27.5	"Agreement" means the agreement between the Employer and the Contractor regarding the work.
28. Exchange of documents	28.1	The parties to this Agreement shall give all notices to each other in connection with this Agreement, generally in the Dhivehi and English language, in writing.
	28.2	Documents sent from one party to the other shall be sent by hand or by registered post, or to the designated email address specified in the bid.
	28.3	If you wish to change the address in this Agreement, you must notify the other party in writing.
29. Assignment of work to a third party	29.1	No assignment under this Agreement may be assigned to another party.
30. Taking over of goods and services	30.1	The date and time of delivery of the materials to the Ministry shall be notified to the Work Wheeler before the materials are delivered to the Ministry.

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

31.Contarct Duration

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

32. Penalty and cancellation of agreement

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

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

Liquidated Damages = CP*0.005*LD

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

Liquidated Damages = CP*0.0025*LD

CP (Contact Price): Total contract value

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

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

33. Termination of the Agreement

- 33.1 The Ministry reserves the right to cancel the contract in whole or in part if it is found that the work is not being carried out as specified in the contract.
- 33.2 If the agreement is terminated for any reason, within 3 working days, the details of the work completed and unfinished work shall be signed by both parties. A list of all the Contractor's items at the work site shall be taken within 3 days. We cannot be held responsible for any problems with any of these items after this period.

34. Other things

34.1 If, after signing the Agreement, the parties become aware that any law or regulation of the Government conflicts with this Agreement or if such law or regulation is enacted, this Agreement shall not be null and void. If such a provision becomes incorporated into this Agreement, both parties agree to maintain this Agreement without termination, albeit by amending such provision.

35. Taxes and other fees

35.1 Taxes, customs duties, import license fees and any other fees payable in connection with this work shall be paid by the contractor.

36. Modification of the agreement (Amendments)

36.1 Any provision of this Agreement may be modified only by agreement signed between the parties.

37. The law applicable to the agreement

37.1 This Agreement shall be governed by, and enforced in accordance with, the laws and regulations of the Republic of Maldives.

38. Dispute

- 38.1 If any dispute arising out of this Agreement cannot be resolved by negotiation between the parties, the matter shall be submitted to a court of law in Maldives.
- 38.2 Any deficiencies in this Agreement shall be resolved by negotiation between the parties. If not resolved, the case shall be referred to a court of law in Maldives.

Section 4

Annex 1 <u>Documents and checklist to be submitted by the bidder</u>

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

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

#	Documents to be submitted	√/ x	Page No:					
	Technical Proposal							
1	Proposal submission form - (Annex 2 -Tech Form 1) (signed by the owner							
	of the entity or person with power of attorney to sign)							
2	Approach, Methodology and Work Plan – (Annex 3 - Tech Form 2)							
3	A summary of the work plan must be presented in the format in Work							
	Schedule (Annex 4 - Tech Form 3) showing in the form of a bar chart the							
	timing proposed for each activity.							
4	Curriculum Vitae (CV) of the Specialist / Expert. Copy of academic							
	certificates and reference letters demonstrating experiences listed in this							
	TOR (required experiences and other experiences relevant to this TOR must							
	be specified clearly or highlighted) – (Annex 5 -Tech Form 4)							
5	Completed Letter of Commitment (signed by the Specialist / Expert) –							
	(Annex 6 -Tech Form 5)							
6	Cooperative Profile Sheet issued by the Ministry of Economic Development							
	Profile taken from website: www.business.egov.mv							
7	Tax Clearance Report							
8	Experience Letter - Company							
9	Documentation of conflict or non-conflict of interest – (Annex 12)							
	Financial Proposal							
10	Financial Breakdown Form – (Annex 7 -Form FIN – 1)							
11	Details of Financial Situation- (Annex 8- FIN FORM -2)							
12	Financial statements of the business for the year 2023,2022 & 2021							
1		Ì						

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

Note 02: If bidder fails to submit any of the above listed document, their proposal will not be considered for further evaluation.

Annex 2 TECH FORM 1

	Proposal Submission Form						
1.Bid	1.Bidder Information						
1.1	Name:						
1.2	Address:						
2. Pro	oject Informatio	n					
2.1	Project						
	Name:						
2.1	Tender No:						
3. Mi	nimum quantity	y, price and duration of the good	s/ser	vices of	ffered		
Detai	1		F	Price	Gst (8%)	Total	
Durat	tion:						
4. De	claration:						
4.1	After due cons	sideration of the information give	en fo	or the pr	ovision of	the above-	
	mentioned wo	rks/services and the provisions of	of the	e Agree	ment, I / V	Ve hereby tender	
	for the provision	on of these works or services at	the a	bove-m	entioned p	orice.	
4.2	I / We agree to	accept and comply with this ter	nder	for 120	days from	the date of	
submission. If the owner requests to sign the agreement within this period, I agree to							
sign the agreement and work in accordance with the agreement.							
5. On Behalf							
Nam	e:			Sign	ature	Stamp	
Desig	gnation						
Date							

Annex 3 TECH FORM 2

Approach, Methodology and Work Plan

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

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

a) Technical Approach and Methodology

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

b) Work Plan

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

Annex 4 TECH FORM 3

Work Schedule

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

Annex 5 TECH FORM 4

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

Annex 6 TECH FORM 5

Letter of Commitment

(Specialist / Expert)

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

Note: CV should be submitted along with the supporting documents of the Team Leader (CV without the supporting documents will be rejected

FIN FORM 1

Financial Breakdown Form

Date:

Reference No: (generated by the proponent)

Payment No.	Description	Price/Unit (MVR)	Total
1.	Deliverable 1:		
	Identify priority hazardous chemicals		
2.	Deliverable 2:		
	Training Materials		
3.	Deliverable 2: Training 1 Capacity building training carried out for identified government ministries/institutions		
4.	Deliverable 2: Training 2 Capacity building training carried out for identified government ministries/institutions		
5.	Deliverable 5: Stakeholder Consultation 1 Conduct stakeholder consultation for information exchange		
6.	Deliverable 3: Chemicals Risk Assessment (first draft)		
7.	Deliverable 3: Chemicals Risk Assessment		
8.	Deliverable 5: Stakeholder Consultation 2 Conduct stakeholder consultation for information exchange		
9.	Deliverable 6: Stakeholder Consultation 3 Conduct stakeholder consultation for information exchange		
10.	Deliverable 4: Conduct awareness among workers and the general public regarding chemical safety issues		
11.	Deliverable 2: Training 3		

	Capacity building training carried out for	
	identified government ministries/institutions	
12.	Deliverable 2: Training 4	
	Capacity building training carried out for	
	identified government ministries/institutions	
13.	Deliverable 5: Stakeholder Consultation 4	
	Conduct stakeholder consultation for	
	information exchange	
14.	Deliverable 2: Training 5	
	Capacity building training carried out for	
	identified government ministries/institutions	
15.	Deliverable 2: Training 6	
	Capacity building training carried out for	
	identified government ministries/institutions	
16.	Deliverable 5: Stakeholder Consultation 5	
	Conduct stakeholder consultations for	
	information exchange	
	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

FIN FORM 2

Details of Financial Situation

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

	Year 2023	Year 2022	Year 2021
Information from Bala	ance Sheet		
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Working Capital			
		1	
Information from Inco	ome Statement		
Total Revenues			
Profits Before			
Taxes			
Profits After Taxes			

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- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
 - All such documents reflect the financial situation of the Bidder.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods

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

Each Bidder must fill in this form

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

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

FIN FORM 4

Line of Credit Letter

[letterhead of the Bank/Financing Institution/Supplier]

[date]

To:[Name and address of the Contractor]
Dear,
You have requested {name of the bank/financing institution) to establish a line of credit for the
purpose of executing {insert Name and identification of Project}.
We hereby undertake to establish a line of credit for the aforementioned purpose, in the amount
of {insert amount}, effective upon receipt of evidence that you have been selected as successful
bidder.
This line of credit will be valid through the duration of the contract awarded to you.
Authorized Signature:
Name and Title of Signatory:
Name of Agency:

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

TD 1 NI	C11 1 1					
Tender Name:	Click here to enter text.					
Advertisement No: Click here to enter text.						
Advertisement Date:	Click here to enter text.					
I/We, the undersigned as the	bidder, submitting the tender in r	espect of call for captioned te	nder, confirm:			
• that should I/We ho	• that should I/We have any "close relative" or "close associate" working at Ministry of Climate Change, Environment					
and Energy, I/We v	and Energy, I/We will disclose that information with this form. In this instance "close relative" and "close associate"					
represents the mear	ning stated in Section 19 of Regula	ution Number: 2023/R-158 (Pt	ublic Finance Regulation);			
• that I/We will discle	ose any conflict of interest in conn	ection to the contract with this	s form. A conflict of interest may arise			
in particular as a re	esult of economic interests, politic	al or national affinities, or an	y other relevant connection or shared			
interest;						
	rm the at Ministry of Climate C ict of interest or could give rise to	_	ergy, without delay, of any situation			
• that I/We have not under the contract;	• that I/We have not made, and will not to make, any offer of any type whatsoever from which an advantage can be derived					
• that I/We have not g	granted, sought, attempted to obta	in or accepted and will not gr	cant, seek, attempt to obtain, or accept			
any advantage, find	ancial or in kind, to or from any p	party whatsoever, constituting	an illegal or corrupt practice, either			
directly or indirectl	directly or indirectly, as an incentive or reward relating to the award of the contract;					
• that I/We understar	• that I/We understand that the at Ministry of Climate Change, Environment and Energy reserves the right to verify this					
information and the	at I am/We are aware of the conse	equences which may derive fro	om any false declaration in respect of			
the information req	uired by the awarding body as a c	condition of participation in th	e contract procedure.			
☐ YES, I/We have "close	e relative" or "close associate"	please find the Details belo	ow.			
Name of the Staff(s):						
NID Card No.:						
Relationship with the Staf	ff:					
•						
□ NO, I/We do not have	"close relative" or "close asso	ciate"				
Details of the Bidder						
Name of the Bidder:		Stamp of the Bidding				
rame of the bidget.		Company				
Signature of the Bidder:		Date:				

Criteria to be used for evaluation of bids

Technical Score

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

with supporting documents.				
(A) Company:				
Company Profile				
Provide here a brief description of the background and organization of your company, and – in case of a joint venture				
No. of similar project / assignments	60			
20 points for each documented assignment, up to a maximum of 3 and minimum of 1 of similar project				
Total A=	100			
(B) Specialist / Expert				
 a) Academic Qualification [30] Points for minimum Master's Degree in a subject related to Environmental Science, Environmental Management, Chemical Management, Chemistry, Sustainable Development, Waste Management or a relevant field. 	[30]			
 b) General Professional Experience [25] Points for minimum 2 years of relevant work experience in a field such as Environmental Science, Environmental Management, Chemical Management, Chemistry, Sustainable Development, Waste Management or a relevant field. [01] Points for each additional year up to 5 years. 	[30]			

a) Other Ermenianess		
 c) Other Experiences: [10] Points for experience in managing multi-disciplinary teams, especially in chemical management/pollution control/waste management. [15] Points for demonstrated experience in developing risk assessments [15] Points for demonstrated experience in conducting training sessions/awareness programmes, especially in chemical management/pollution control/waste management. 		
Total B=	100	
(C) Approach, methodology and work plan		
Approach and methodology	60	
a) Demonstration of an understanding of the objective of the assignment in the context of the project - 30 points		
b) Proposal on methodology on carrying out the activities - 30 points		
Work Plan.	40	
a) Proposed main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client and delivery dates of the reports - 10 points		
b) Work plan being consistent with proposed Technical Approach and Methodology – 20 points		
c) Work schedule – 10 points		
{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}		
Total C=	100	

Technical Score:

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

Technical score (St) = A/100*[W1] + B/100*[W2] + C/100*[W3]

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

Financial Score:

The formula for determining the financial scores is the following:

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

The weights given to the Technical and Financial Proposals are:

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

FINANCIAL SITUATION EVALUATION

To be eligible the financial statements of the bidding party must show, minimum annual turnover of MVR 124,645, for the year 2023,2022 and 2021. (Form FIN-3 Annual Turnover)

(or)

To be eligible the financial statements of the bidding party must show, Minimum value of **MVR 124,645**, for liquid asset, for the year 2023,2022 and 2021. – (Form FIN -2: Financial Situation)

(or)

Business entities that have not completed one year (from the date of business registration to date of bid announcement) are required to submit the bank statement of the business's bank account. (bank statement should be from the date of account opening to date of bid announcement). To be eligible the business's bank statement must show a credit balance of minimum MVR 124,645

(or)

If bidding party is unable to meet any of the above requirement they shall submit 'Line of Credit Letter' As per the template in fin form 4. Credit limit shall be no less than MVR 124,645 – (Form Fin -4: Line of Credit Letter)

PRIORITY TO MSME'S

Below MVR 2,500,000

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

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

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

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

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

Above MVR 2,500,000 – MVR 5,000,000

- (a) Among bidders who pass the technical and financial evaluation, those bidders who belong to the same island as the project is carried out will be assessed accordingly: The bidder with the highest ranking with a proposed price that doesn't exceed 10% of the price of the bidder with the overall highest ranking will be awarded
- (b) Among bidders who pass the technical and financial evaluation if there is no bidder as described in (a), bidders who belong to the same atoll as the project is being carried out is checked and assessed accordingly: The bidder with the highest ranking with a proposed price that doesn't exceed 5% of the price of the bidder with the overall highest ranking will be awarded.

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

CRITERIA ON CLASSIFYING REGIONAL BASED BUSINESS

- a) Check the bidders permanent address, if the bidder is a sole proprietorship
- b) Check the island to which the business is registered, if the bidder is not a sole proprietorship
- c) The bidder will be considered as a business working in one certain area, as per (a) and (b) accordingly:
- If the bidder is a sole proprietorship, the bidder's registered permanent address as of 1st January of the year the invitation for bid was issued will be considered OR
- If the business had been registered before the year in which the invitation for bid was issued, the island to which the business was registered as of 1st January of the year the invitation for bid was issued will be considered

OR

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

ADDITIONAL INFORMATION

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

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

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

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

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

For domestic travel: land and sea travel (as per the schedule provided and agreed upon) will be directly financed by the project. **This does not include the DSA.**

Section 5 Details of services/materials/work required

Introduction and Background

The Government of Maldives has very limited capacities dedicated to the comprehensive sound management of chemicals and waste. The responsibilities of the management of chemicals are distributed between many ministries, agencies, and other institutions. This causes overlaps and duplication in some of the national chemical management activities.

Maldives is a Party to many chemicals-related conventions and agreements such as the Montreal Protocol on Substances that Deplete the Ozone Layer, Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, Stockholm Convention on Persistent Organic Pollutants, and Rotterdam Convention on the Prior Informed Consent Procedure; and is a member of, inter alia, the Intergovernmental Forum on Chemical Safety and the Global Framework on Chemicals (formally known as Strategic Approach to International Chemicals Management (SAICM)) and is currently in the process of ratification of the Minamata Convention on Mercury and the Ministry of Climate Change, Environment, and Energy serves as the National Designated Authority and the National Focal Point for these Conventions.

To address the ever-growing and cross-cutting issues regarding chemicals management, Maldives is currently in the process of formulating its first ever Hazardous Chemicals Management bill which brings a lifecycle approach to the management of chemicals.

The Special Programme is part of the sub-programme 5 on chemicals and wastes in UNEP's Programme of Work, in particular Project 515.2 Special Programme to support institutional strengthening at the national level to enhance the implementation of the Basel, Rotterdam and Stockholm conventions, the Minamata Convention and the Global Framework on Chemicals. This Project Funded by the Special Programme Trust Fund and the total budget of the project is USD 242,000. The Duration of the project is 3 years signed on 26th October 2023.

Objective

The main objective of this project is to improve the management of hazardous chemicals and wastes in the Maldives through strengthening the institutional capacity of the Chemicals Management Unit of the Environment Management and Conservation Department and other relevant institutions.

Through the successful implementation of the project activities, Maldives hopes to and will create a more coherent, consistent, and responsive mechanism to support the reporting requirements to the Conventions as well as enhance compliance to with national laws through enforcement of existing laws, regulations, policies, guidelines and standards. This is to be achieved through strengthening of the operational capacities of national stakeholders in hazardous chemicals and waste management; strengthen coordination among stakeholders at the national level for a continuous dialogue on hazardous waste management.

Scope of Assignment

The main purpose of this consultancy is to enhance technical capacity and facilitate stakeholder engagement in chemical risk management. The Chemicals Management Consultant shall carry out the work in accordance with the terms of reference outlined in this document and shall report to the Project Coordinator and the Chemicals Management Unit at MCCEE

Requirements for Experience and Qualifications

Academic Qualification:

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

General Experience:

• Minimum 2 years of relevant work experience in a field such as Environmental Science, Environmental Management, Chemical Management, Chemistry Sustainable Development, Waste Management or a relevant field.

Other Qualifications:

- Knowledge and understanding of technical aspects related to chemical management/pollution control/waste management is preferred.
- Good knowledge of principles of chemical management is an asset;
- Must be result oriented and proactive
- Strong communication skills in presenting, discussing and resolving difficult issues
- Excellent time management skills and ability to manage multiple priorities, deadlines, and tasks efficiently.
- Experience in developing risk assessments
- Experience in conducting training sessions/awareness programmes, especially in chemical management/pollution control/waste management.

Indicative Tasks

Under the supervision and in close coorperation with the Chemicals Management Unit, the Chemicals Management Consultant is responsible for the implementation of the following tasks to be carried out by the MCCEE. In executing these tasks, the Chemicals Management Consultant is expected to contribute their knowledge, experience and unique skills to ensure global best practices and innovation are utilized to the fullest extent:

1. Identify priority hazardous chemicals (5%)

- 2. Capacity building training carried out for identified government ministries/institutions on institutional strengthening and harmonisation of national chemicals management across the country (45%)
 - o Prepare relevant guidance and training materials and conduct the training sessions
 - o Work closely with ongoing chemicals management PMUs to harmonise training sessions.
 - o Training sessions on institutional responsibilities to carry out the national obligations under international chemicals conventions.
 - A target of 2 trainings per year for each relevant institution identified
 - o Minimum of 90 participants in total

3. Develop Chemicals Risk Assessment for hazardous chemicals in the Maldives. (25%)

- o The risk assessment will encompass hazard assessment, exposure assessment and risk characterization based on import, usage, disposal methods and other lifecycle aspects of the chemicals. The hazard assessment also includes hazard characterisation, and dose-response assessment, where the dose is related to the effects and the incidence of the effect in an exposed population.
- o The risk assessment will be used to inform policy decisions, development of guidelines, standards, environmental impact assessments, and awareness materials for the general public

4. Conduct awareness among workers and the general public on reducing unintentional and unsafe practices (20%)

- The target groups for these awareness sessions include (but not limited to): groups usually exposed
 to chemicals such as cleaners, agricultural sector workers, sanitation workers, and other end users
 within the general public.
- o Target: 300 participants

5. Conduct stakeholder consultations for information exchange (5%)

- o Timely and frequent stakeholder consultation meetings (2 per year) held, where stakeholders are brought together for information exchange, input and collaboration with regards to project activities and the sound management of chemicals and their respective responsibilities.
- 6. Provide technical input for chemicals and waste management related activities under the project/unit

Duration of the Consultancy

Duration of the assignment is 2 years upon signing the contract.

Remuneration

The total remuneration for this assignment is MVR 620,000 and payment will be made on the deliverable submission basis mentioned as above

Deliverables & Payment Schedule

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

Payment No.	Deliverables	Details	Duration (Timeframe by quarter – every 3 months)	Payment Schedule	Output
1.	1. Identify priority hazardous chemicals	Identify the key hazardous chemicals from the Montreal Protocol, Basel Convention, Stockholm Convention, and Rotterdam Convention the Intergovernmental Forum on Chemical Safety and the Global Framework on Chemicals (formally known as Strategic Approach to International Chemicals Management (SAICM)) and Minamata Conventions.	1-2 weeks after signing contract	5%	List of identified priority hazardous chemicals

2.	2. Training Materials	Guidance and training material on chemicals and waste management developed (baseline: 0, target 3)	1 month after signing contract	15%	Prepare relevant guidance and training materials to conduct the training sessions
3.	2. Training 1 Capacity building training carried out for identified government ministries/institutions	Awareness and training programs carried out for staff from the identified government ministries/institutions Training sessions under this project will also be incorporated into the training sessions of ongoing chemicals management projects such as POPs and ISLANDs and include components related to the management of mercury in order to support the ongoing ratification process of the Minamata convention.	Quarter 1 of Year 1 (from the date of signing contract)	5%	Workshops/programs reports and photos Workshop report with the names and number of participants; Compilation of test results and feedback forms of training participants Documental evidence through the presentation of ToRs, workplan, workshop and training reports, meeting minutes etc
4.	2. Training 2 Capacity building training carried out for identified government ministries/institutions	Awareness and training programs carried out for staff from the identified government ministries/institutions) Training sessions under this project will also be incorporated into the training sessions of ongoing chemicals management projects such as POPs and	Quarter 1 of Year 1 (from the date of signing contract)	5%	Workshops/programs reports and photos Workshop report with the names and number of participants; Compilation of test results and feedback forms of training participants Documental evidence through the presentation of

		ISLANDs and include components related to the management of mercury in order to support the ongoing ratification process of the Minamata convention.			ToRs, workplan, workshop and training reports, meeting minutes etc
5.	5. Stakeholder Consultation 1 Conduct stakeholder consultation for information exchange	Timely and frequent stakeholder consultation meeting held, where stakeholders are brought together for information exchange, input and collaboration with regards to project activities and the sound management of chemicals and their respective responsibilities.	Quarter 1 of Year 1 (from the date of signing contract)	1%	Documental evidence through the presentation of meeting minutes and submission of stakeholder input and recommendations report
6.	3. Chemicals Risk Assessment (first draft)	The risk assessment will encompass hazard assessment, exposure assessment and risk characterization. The hazard assessment also includes hazard characterisation, and dose-response assessment, where the dose is related to the effects and the incidence of the effect in an exposed population. The risk assessment will be used to inform policy decisions, development of guidelines, standards, environmental impact assessments, and	From Quarter 2 of Year 1 till Quarter 3 of Year 2 (from the date of signing contract)	10%	Draft of Chemicals Risk Assessment report

		awareness materials for the general public			
7.	3. Chemicals Risk Assessment	The risk assessment will encompass hazard assessment, exposure assessment and risk characterization. The hazard assessment also includes hazard characterisation, and dose-response assessment, where the dose is related to the effects and the incidence of the effect in an exposed population. The risk assessment will be used to inform policy decisions, development of guidelines, standards, environmental impact assessments, and awareness materials for the general public	From Quarter 2 of Year 1 till Quarter 3 of Year 2 (from the date of signing contract)	15%	Chemicals Risk Assessment report
8.	5. Stakeholder Consultation 2 Conduct stakeholder consultation for information exchange	Timely and frequent stakeholder consultation meetings held, where stakeholders are brought together for information exchange, input and collaboration with regards to project activities and the sound management of chemicals and their respective responsibilities.	Quarter 3 of Year 1 (from the date of signing contract)	1%	Documental evidence through the presentation of meeting minutes and submission of stakeholder input and recommendations report

9.	6. Stakeholder Consultation 3 Conduct stakeholder consultation for information exchange	Timely and frequent stakeholder held, where stakeholders are brought together for information exchange, input and collaboration with regards to project activities and the sound management of chemicals and their respective responsibilities.	Quarter 4 of Year 1 (from the date of signing contract)	1%	Documental evidence through the presentation of meeting minutes and submission of stakeholder input and recommendations report
10.	4. Conduct awareness among workers and the general public regarding chemical safety issues	Participants in awareness workshops conducted among workers and general public (target: 300) The target groups for these awareness sessions include (but not limited to): groups usually exposed to chemicals such as cleaners, agricultural sector workers, sanitation workers, and other end users within the general public. The sessions will also incorporate awareness about specific harmful chemicals such as mercury in order to support the ongoing efforts for the ratification of the Minamata convention.	Quarter 4 of Year 1 to Quarter 3 of Year 2 (from the date of signing contract)	20%	Number of participants from the general public in awareness-raising sessions (target: 300) Workshops/programs reports and photos Workshop report with the names and number of participants Results from surveys conducted to the participants of the awareness programmes Documental evidence through the presentation of ToRs, workplan, workshop and training reports, meeting minutes etc
11.	2. Training 3	Awareness and training programs carried out for staff from the identified	Quarter 4 of Year 1 (from the	5%	Workshops/programs reports and photos Workshop report

	Capacity building training carried out for identified government ministries/institutions	government ministries/institutions Training sessions under this project will also be incorporated into the training sessions of ongoing chemicals management projects such as POPs and ISLANDs and include components related to the management of mercury in order to support the ongoing ratification process of the Minamata convention.	date of signing contract)		with the names and number of participants; Compilation of test results and feedback forms of training participants Documental evidence through the presentation of ToRs, workplan, workshop and training reports, meeting minutes etc
12.	2. Training 4 Capacity building training carried out for identified government ministries/institutions	Awareness and training programs carried out for staff from the identified government ministries/institutions Training sessions under this project will also be incorporated into the training sessions of ongoing chemicals management projects such as POPs and ISLANDs and include components related to the management of mercury in order to support the ongoing ratification process of the Minamata convention.	Quarter 4 of Year 1 (from the date of signing contract)	5%	Workshops/programs reports and photos Workshop report with the names and number of participants; Compilation of test results and feedback forms of training participants Documental evidence through the presentation of ToRs, workplan, workshop and training reports, meeting minutes etc
13.	5. Stakeholder Consultation 4 Conduct stakeholder consultation for	Timely and frequent stakeholder consultation meetings held, where stakeholders are	Quarter 2 of Year 2 (from the date of	1%	Documental evidence through the presentation of meeting minutes and submission of

	information exchange	brought together for information exchange, input and collaboration with regards to project activities and the sound management of chemicals and their respective responsibilities.	signing contract)		stakeholder input and recommendations report
14.	2. Training 5 Capacity building training carried out for identified government ministries/institutions	Awareness and training programs carried out for staff from the identified government ministries/institutions Training sessions under this project will also be incorporated into the training sessions of ongoing chemicals management projects such as POPs and ISLANDs and include components related to the management of mercury in order to support the ongoing ratification process of the Minamata convention.	Quarter 3 of Year 2 (from the date of signing contract)	5%	Workshops/programs reports and photos Workshop report with the names and number of participants; Compilation of test results and feedback forms of training participants Documental evidence through the presentation of ToRs, workplan, workshop and training reports, meeting minutes etc
15.	2. Training 6 Capacity building training carried out for identified government ministries/institutions	Awareness and training programs carried out for staff from the identified government ministries/institutions Training sessions under this project will also be incorporated into the training sessions of ongoing chemicals management projects	Quarter 3 of Year 2 (from the date of signing contract)	5%	Number of participants from stakeholders trained Workshops/programs reports and photos Workshop report with the names and number of participants; Compilation of test results and feedback

		such as POPs and ISLANDs and include components related to the management of mercury in order to support the ongoing ratification process of the Minamata convention.			forms of training participants Documental evidence through the presentation of ToRs, workplan, workshop and training reports, meeting minutes etc
16.	5. Stakeholder Consultation 5 Conduct stakeholder consultations for information exchange	Timely and frequent stakeholder consultation held, where stakeholders are brought together for information exchange, input and collaboration with regards to project activities and the sound management of chemicals and their respective responsibilities.	Quarter 3 of Year 2 (from the date of signing contract)	1%	Documental evidence through the presentation of meeting minutes and submission of stakeholder input and recommendations report
Total:		100%			