



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF ENVIRONMENTAL AFFAIRS (DEA) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

TERMS OF REFERENCE

TERMS OF REFERENCE for *the appointment of the service provider to*

**DEVELOP A MONITORING AND EVALUATION FRAMEWORK ON
BEHALF OF THE DEPARTMENT FOR CHEMICALS AND WASTE
MANAGEMENT**

TABLE OF CONTENTS

1. Purpose
2. Introduction and Background
3. Objectives of the proposal
4. Scope and extend of work
5. Expected deliverables/outcomes
6. Period/Duration of project/assignment
7. Costing/Comprehensive budget
8. Mandatory requirements
9. Special conditions of contract
10. Payment terms
11. Technical enquiries
12. Evaluation criteria

1. PURPOSE

To appoint a service provider to develop a Monitoring and Evaluation (M&E) Framework for the Chemicals and Waste Management.

2. INTRODUCTION AND BACKGROUND

In order to establish a functional Monitoring and Evaluation system, an organisation has to develop a Monitoring and Evaluation Framework (M&E) that will serve as a guideline to all M&E and quality management activities.

In the case of the government of the Republic of South Africa, the Department of Performance Monitoring and Evaluation at Presidency is the custodian of monitoring and evaluation and has developed various policy frameworks in order to guide the implementation of monitoring and evaluation function within the government departments.

The policy frameworks include; Government-Wide Monitoring and Evaluation (2007) and National Evaluation Framework (2011). Moreover, the Department of Finance (National Treasury) also has a policy framework and guidelines for managing programme performance information within government, which establishment of the M&E systems within the government departments.

Every government department is therefore required to establish and align their M&E systems to the above mentioned policy framework.

- 2.1 The DEA's Branch: Chemicals & Waste Management has recently established a Monitoring & Evaluation Directorate within the Chief Directorate: Chemicals & Waste Policy, Monitoring & Evaluation. The mandate of the Monitoring and Evaluation Directorate is stated as follows:

“To monitor and evaluate the impact of the implementation of chemicals and waste national policies, strategies, legislation, norms and standards”

- 2.2 The M&E Directorate is responsible for the development of an appropriate and effective M&E Framework. This framework must be based on accepted Best Practice models and demonstrate clear linkages to the Government-wide M&E Framework.
- 2.3 The adopted approach should not only monitor performance but should also accommodate an element of risk management and mitigation. Most importantly the Department will evaluate the extent and impact of policy implementation at all levels.
- 2.4 It is due to the above mentioned reasons that the Department acknowledged the necessity for systematic M&E of its interventions. It is envisaged that this function will enhance efficient and effective implementation of the projects and subsequent improvement of service delivery and medium to long term societal benefits.

3. OBJECTIVES

A Service Provider will be contracted to develop a comprehensive M&E Framework and implementation plan to be utilised by the Department for the purposes of conducting on going performance monitoring and assessment of all chemicals and waste policies and projects.

4. SCOPE AND EXTENT OF WORK

The service provider would be expected to present the following deliverables:

Status quo and framework development:

- a) Establish the status quo, in consultation with the Department, regarding current practices, processes, systems and resources as they relate to policy development and implementation
- b) Determine and confirm a User Requirements Specification for the M&E framework development
- c) Design the M&E framework in a manner that supports migration into an automated system.
- d) Present a detailed project plan for development.
- e) Conduct the development of an M&E Framework and related reporting tools based on the agreed specifications
- f) Present the draft versions of the framework for inputs and or clarification by the Department
- g) Finalise M&E framework and present for approval.

Key performance areas:

- h) The critical performance areas related to said service
 - Analysis and description of the C&WM status quo concerning monitoring and evaluation.
 - Confirmation of work packages with associated costs.
 - Development of M&E framework.

5. EXPECTED DELIVERABLES / OUTCOMES

The selected Service Provider would be expected to deliver the following outcomes:

- a) Develop and present a Project Charter
- b) Present a User Requirements Specification which takes into consideration the needs of the Department for an M&E framework based on the status quo analysis.
- c) Develop and present a detailed project implementation plan
- d) Present the draft versions of the framework for inputs and or clarification by the Department
- e) Finalise M&E framework and present for approval.

6. REQUIREMENTS OF THE SERVICE PROVIDER

The Service Provider must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract.

- Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.
- The Department will become the owner of the information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by the Consultant during the course of, and for the purpose of executing this Agreement, all of which will be handed over to the Department on request, but in any event on the termination of this Agreement for whatever reason. The Consultant relinquishes its right of retention of any other rights to which it may be entitled.
- The copyright of all documents, programmes, recommendations and reports compiled by the Consultant during the course and for the purposes of finalising the project will vest in the Department, and may not be reproduced or distributed or made available to any person

outside the Department's service, or to any institution in any way, without the prior written consent of the Department.

- In the event of the Consultant providing documents or any other data to the Department, the development of which has not been at the expense of the Department, copyright shall not be vested in the Department. The Consultant shall be required to indicate in advance to which documents and/or materials, this provision applies.
- The Consultant hereby indemnifies the Department against any action, claim, damage or legal cost that may be instituted against the Department on the grounds of an alleged infringement of copyright of any other intellectual property which results directly from an action of the Consultant acting in the execution of the scope of work referred to in clause 6.
- All information, documents, recommendations, programmes, project records and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Department's service and may not be published either during the currency of the Agreement, or after termination thereof without the prior written consent of the Department.
- The Department hereby permits the Consultant to copy and distribute all information, documents, recommendations, programmes and reports collected and compiled by the Consultant during the course and for the purpose of the finalisation of the project, solely for the purpose and in the execution of the Consultant's obligations in terms of this Agreement.
- The Consultant undertakes to obtain the necessary consent from the proprietors or their licensees should it make use of the intellectual property of any other person.
- The Consultant further indemnifies the Department against any claim of action (including costs) caused by or arising from the failure to obtain such consent.

7. PERIOD / DURATION OF PROJECT / ASSIGNMENT

Project must be completed within nine (9) months after the signing of the SLA by both parties.

8. COSTING/COMPREHENSIVE BUDGET

Comprehensive budget must be provided inclusive of all disbursement costs, expenses and VAT.

9. MANDATORY REQUIREMENTS (Only if applicable)

Must be completed by bidder by answering yes or no

Requirement	Comply: Yes or No
E.g. Professional registration	

10. SPECIAL CONDITIONS OF CONTRACT

- 9.1 The performance measures for the delivery of the (specify the type of work you expect from the service provider/s) will be closely monitored by DEA.
- 9.2 The Service Provider/s will submit monthly and quarterly progress reports to the Programme manager, within 4 days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.
- 9.3 The Programme manager shall do the ongoing management of the Service agreement.
- 9.4 The Service Provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.
- 9.5 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 9.6 Please take note that DEA is not bound to select any of the firms submitting proposals. DEA reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

- 9.7 Bidders must score a minimum of 75% for stage 1 (functionality / technical) of the evaluation to qualify for stage 2 (price and B-BBEE) of the evaluation.
- 9.8 The proposal should include, amongst other, the following:
- A proposed plan of action;
 - A list of references; and
 - Ability to ensure continuing of staff on the project.
- 9.9 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid.
- 9.10 Certified copies of the Tax Clearance Certificate will not be acceptable
- 9.11 In bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate Tax Clearance Certificate before the Adjudication Committee. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid.
- 9.12 The Curriculum Vitae of the staff who will be available for the duration of the work must be attached.
- 9.13 The bid proposals should be submitted with all required information containing technical information.
- 9.14 DEA Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals).
- 9.15 Bidders must be prepared to work at rates not exceeding those prescribed by the office of the Auditor-General or the Department of Public Service and Administration (DPSA).
- 9.16 A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.

- 9.17 DEA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 9.18 Travelling costs and time spent or incurred between home and office of consultants and DEA office will not be for the account of DEA.
- 9.19 Skills transfer to DEA officials
- 9.20 Intellectual property rights will belong to DEA
- 9.21 **Bidders must submit two identical proposals for each bid clearly marked “original” and “copy”.**
- 9.22 Progress reports (hard copy or soft copy) must be submitted weekly / monthly / quarterly
- 9.23 **Before any work can commence the service level agreement must be signed by both parties (DEA and the successful bidder) as well as the issue of an official order and should there be any dispute regarding the finalisation of the agreement, DEA reserves the right to cancel the contract with no cost implications for the Department.**
- 9.24 The evaluation of Bids can only be done on the basis of information required by the department.
- 9.25 Bidders failing to meet all the mandatory requirements will automatically be disqualified.

Project Managers must insert special conditions applicable for (e.g.):

- * Any legislation which the bidder must comply with must also be mentioned where necessary
- * Where catering is applicable it must be specific in terms of hot/cold or beverages and how often etc.

- * If any engagement with the community is required it needs to be outlined and if translation is required it must be specified.
 - * The Bid Evaluation Committee reserves the right to conduct due diligence during the evaluation process if necessary
 - * Any other technical special condition applicable to this specific bid must be mentioned for instance where any construction is applicable the CIDB standards needs to be specified etc.
- 9.26 **Suppliers/Service Providers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS or registered auditors approved by IRBA together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE preference points claimed will be forfeited**
- 9.27 **Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score zero (0) points out of 20/10 for B-BBEE.**
- 9.28 **A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.**
- 9.29 **A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.**
- 9.30 **Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.**
- 9.31 **A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to any other enterprise that does not qualify for at least**

the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capacity and the ability to execute the sub-contract.

A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capability and ability to execute the sub-contract.

11. PAYMENT TERMS

DEA undertakes to payout in full within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

12. TECHNICAL ENQUIRIES

Should you require any further information in this regard, please do not hesitate to contact:

Name: _____

Office Telephone No. _____

E-mail: _____

13. EVALUATION CRITERIA

All bid proposals submitted will be evaluated in accordance with the 90/10 principle and the evaluation criteria should be as follows:

Values: 0 = Non-compliance, 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent

Stage 1 evaluation criteria: The bidder must score a minimum of 75% during Stage 1 (functionality / technical) of the evaluation to qualify for Stage 2 of the evaluation where only points for price and B-BEE will be considered.

STAGE 1				
No.	Category	Weight/ Value	Score	Total (Weight X Value awarded)
A	FUNCTIONALITY (To be determine by project managers in line with scope of work)	100		
1.	Bidder understands of the brief and the method to be employed. Outline and insight information provided in the bid document (relevance and accuracy)	30		
2.	Profiles of key staff and persons to be assigned to the project should reflect significant capability and experience in the areas: <ul style="list-style-type: none"> • Chemicals & Waste Management • Public sector policy development; • M&E framework development • M&E systems development • Project management 	40		
3.	A proposed plan of action to achieve the objectives.	10		
4.	Experience and knowledge in the fields of M&E and systems development	20		

STAGE 2:				
B.	PRICE	90 or 80		
C.	B-BBEE Status Level Contributor		Number of points (90/10)	Number of points (80/20)
	1		10	20
	2		9	18
	3		8	16
	4		5	12
	5		4	8
	6		3	6
	7		2	4
	8		1	2
	Non –compliant contributor		0	0

NB: A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 10/20 points for B-BBEE.

IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

- **Bidder’s understanding of the brief** – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders’ own roles and functions in this regard.
- **Capability and experience** – The bid provides a clear indication that the bidder’s team comprises people with the necessary experience, skills, qualifications, knowledge and skills required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.
- **Track Record** – The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record in the area of general project management and management related projects.