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TERMS OF REFERENCE

BID0000015-26/27 - APPOINTMENT OF A SAGE CERTIFIED BUSINESS PARTNER FOR THE CCSA EXISTING SAGE ENVIROMENTFOR MAINTENANCE, SUPPORT, DATA-INTEGRITY AND INTEGRATION SERVICES FOR A PERIOD OF 36 MONTHS

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1. BACKGROUND

1.1. The Competition Commission (Commission) is a statutory body constituted in terms of the Competition Act, No. 89 of 1998 (the Act). It is one of three, independent competition regulatory authorities established in terms of the Act, with the other two being the Competition Tribunal and the Competition Appeal Court. The Commission is empowered by the Competition Act to investigate, control and evaluate restrictive business practices, abuse of dominant positions, mergers, undertake market inquiries and advocacy in order to achieve equity and efficiency in the South African economy.

1.2 The Commission is a public entity listed in schedule 3A of the Public Finance Management Act (PFMA), and acts in compliance with section 217 of the Constitution of South Africa and applicable Public Procurement Regulations and Prescripts.

1.3 The Commission therefore requires a suitably qualified and experienced Sage Certified Business Partner, with demonstrated capability in both Sage X3, SAGE Employee Self-Service and Sage 300 People, to provide application maintenance and support, system optimisation, data-integrity services, cloud migration, integration services and ongoing technical and functional support for a period of thirty-six (36) months.

2. SITUATION ANALYSIS

2.1. The Commission currently utilises Sage X3 for finance-related processes and Sage 300 People, Employee Self-Service (ESS) and Payroll. The Commission's ERP environment is fully configured and includes integrated modules for SCM and HRIS.

3. PURPOSE AND OBJECTIVES

3.1. The purpose of this bid is to appoint a suitably qualified and experienced Sage Certified Business Partner for the CCSA existing Sage environment for Maintenance, Support, Data-Integrity and Integration Services for a period of 36 Months. The specific objectives are to:

3.1.1 Ensure the availability, stability, performance, security and reliability of the Sage ERP environment.

3.1.2 Provide comprehensive technical and functional support to authorised ICT and business users.

3.1.3 Conduct proactive system monitoring, preventative maintenance, system health checks, performance reviews and system optimisation to minimise system disruptions and improve operational efficiency.

3.1.4 Protect and continuously improve the completeness, accuracy, validity, consistency, uniqueness and timeliness of data maintained within the Sage ERP environment through appropriate data-quality controls, reconciliations and exception management.

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3.1.5 Migrate the Commission's Sage ERP environment to the Sage cloud-hosted environment from an on-premises hosted ERP not later than eight weeks of contract commencement, while maintaining data integrity, security, system configuration and business continuity. The migration must include planning, testing, validation, deployment and post-migration support and must ensure the continued operation of Sage environment.

3.1.6 Support the implementation of approved patches, hotfixes, statutory updates, upgrades, configuration changes and application lifecycle activities across the sage ERP environment and ensure that for every change, a change management process will be followed.

3.1.7 Maintain comprehensive and up-to-date technical, functional, configuration, data, integration and support documentation, including documentation relating to system changes, training and enhancements.

3.1.8 Provide effective and accountable service governance, service management, supported by measurable Service Level Agreement (SLA) targets, defined escalation procedures, regular service reviews, performance monitoring and transparent reporting.

4. SCOPE OF WORK

4.1 Maintenance and Support

The following SAGE ERP modules shall be maintained and supported:

4.1.1. SAGE X3 Finance
4.1.2. SAGE 300 Payroll
4.1.3. Employee Self-Service (ESS)
4.1.4. Leave Management
4.1.5. Learning Skills Management (EA, WSP, ATR)
4.1.6. Performance Management
4.1.7. Personnel Management
4.1.8. Job Profile
4.1.9. Equity and Skills

4.2. Sage X3 maintenance and support

Application administration, technical support and functional support for implemented finance and ERP modules.

4.2.1. Provide ongoing system configuration and parameter management, workflow support, troubleshooting and maintenance of reports and forms, batch-processing support, and monitoring and resolution of scheduled-job failures.

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4.2.2. Investigate, diagnose and Resolve application, database, system-performance, integration and interface, user-access, security-role and configuration-related incidents, in accordance with the agreed Service Level Agreement (SLA).

4.2.3. Provide technical and functional support during month-end, financial year-end, financial reporting, audit periods and other business critical processing periods.

4.2.4. Quarterly health checks, configuration reviews, log analysis, capacity review and optimisation recommendations.

4.3 Sage 300 People, Payroll and ESS maintenance and support

4.3.1. Provide comprehensive technical and functional support for the Commission's entire Sage 300 People environment and all implemented modules, including Payroll, Human Resources, Employee Self-Service (ESS), Job Profile Management, Performance Management, Employment Equity and Skills Development on an as-and-when-required basis or when system-related issues arise.

4.3.2. Support for applicable statutory and regulatory system changes and timely notification of material product or statutory changes.

4.3.3. Provide technical and functional support for EMP501 reconciliation and submission processes and payroll-related audit requirements, including the investigation and resolution of payroll discrepancies, reconciliation exceptions, system configuration issues, reporting requirements, data validation and the provision of supporting payroll information required for internal and external audits.

4.3.4. Provide troubleshooting and support for workflows, scheduled processes, reports, notifications, interfaces, integrations and automated functionality across Sage 300 People, including approved integrations with Sage X3 and third-party systems, as and when issues arise or support is required.

4.3.5. Troubleshooting and support for SAGE 300 people.

4.4 Application maintenance, upgrades and patch management

4.4.1. Provide proactive and reactive maintenance, including application and database health checks, error-log analysis, housekeeping, recurring-problem identification, dependency review and preventative maintenance.

4.4.2. Assess business, technical, security, integration, reporting, customisation, testing and rollback impacts before any upgrade or patch.

4.4.3. Support approved Sage updates, security patches, hotfixes, statutory updates, version changes and compatibility updates.

4.4.4. Undertake testing and provide evidence before production implementation. No production change may be made without formal Commission approval.

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4.5. Incident, problem and request management

Priority	Description	Target response	Target restoration / resolution
P1 Critical	Complete outage or critical failure affecting critical payroll, finance or ERP processing.	30 minutes	Restoration/workaround within 4 hours; 24/7 support until restored.
P2 High	Major degradation affecting multiple users or an important business process.	1 hour	Restoration/workaround within 8 business hours.
P3 Medium	Issue affecting a user, function or department where a workaround exists.	4 business hours	Resolution within 2 business days.
P4 Low	General request, minor configuration issue, information request or non-critical enhancement.	1 business day	Resolution within 5 business days.

4.5.1. Where a target cannot be achieved, the service provider shall provide a documented escalation, recovery and communication plan. Major and recurring incidents require:

4.5.1.1 Root Cause Analysis
4.5.1.2 Corrective actions
4.5.1.3 Preventative actions
4.5.1.4 Implementation plan
4.5.1.5 Closure report.

4.5.2 All service desk and support arrangements, including support channels, escalation procedures, incident severity classifications, response times and resolution targets including key contacts, roles and responsibilities, and service-governance arrangements must be confirmed and documented in consultation with the Commission.

4.5.3 Produce a Transition-In Report identifying the current state, risks, dependencies, immediate priorities and proposed support model.

4.5.4 The successful bidder must provide transition-in, continuous service governance and structured transition-out. This must be clearly outlined in a detailed plan with related reporting to protect business continuity.

4.6. Integration services

The successful bidder shall provide integration services on an as-and-when-required basis including allowing integration of CCSA's new and existing applications. This will include:

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4.6.1 Requirements analysis and current-state assessment.
4.6.2 Integration architecture, data-flow design, interface specifications, field mapping and data-transformation rules.
4.6.3 API, web-service, file-based, database and secure automated data-exchange integrations.
4.6.4 Integration between Sage X3 and Sage 300 People and integrations with approved banking, procurement, HR, document management, reporting, business intelligence, case management, identity authentication, Microsoft 365 and third-party platforms.
4.6.5 Authentication, encryption, access control, error handling, logging, monitoring and audit trail requirements.
4.6.6 Unit, system, integration, regression, security and user acceptance testing support.
4.6.7 Deployment, rollback, production verification, handover documentation and hyper care.

4.7. Data integrity services and Transitional Plan

4.7.1 The bidder shall implement a controlled, auditable data-integrity service covering Sage X3, Sage 300 People and approved interfaces. The service shall include:

4.7.1.1 Baseline data-quality assessment at transition-in, with a prioritised remediation plan.
4.7.1.2 Data profiling and identification of incomplete, inaccurate, invalid, inconsistent, duplicate, outdated or orphaned records.
4.7.1.3 Validation of master data, transactional data, opening balances, reference data and interface data, as applicable.
4.7.1.4 Reconciliation between source systems, Sage modules, sub-ledgers, general ledger, payroll outputs and downstream systems, where applicable.
4.7.1.5 Definition and maintenance of approved validation rules, exception thresholds, correction controls and data-quality dashboards or reports.
4.7.1.6 Root-cause analysis for material or recurring data-quality issues and recommendations for preventative controls.
4.7.1.7 Controlled data cleansing and correction only after written approval, with before-and-after evidence, audit trails and rollback arrangements.
4.7.1.8 Support for data migration, mapping, test migration, validation, reconciliation, user acceptance testing and post-migration validation when authorised.
4.7.1.9 Monthly data-integrity exception reporting and quarterly trend analysis.
4.7.1.10 Protection of personal, confidential and financial information throughout all data activities.
4.7.1.11 Develop and submit a comprehensive Transition-In Plan for approval by the Commission, detailing the transition activities, timelines, responsibilities, dependencies, risks, required access, knowledge-transfer activities and key milestones.

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4.7.1.12 Conduct a comprehensive assessment of the Commission's existing Sage ERP environment, including implemented modules, configurations, customisations, reports, workflows, interfaces and integrations, databases, scheduled processes, user and access controls, backup and recovery management, open incidents, known problems and outstanding system changes including but not limited to HRIS, Case Management System and Knowledge Management System.

4.7.1.13 Assess the existing Sage ERP environment and cloud-migration readiness, including system configuration, data integrity, integrations, functionality, security and access requirements, dependencies and any other factors that may affect the successful migration to the Sage cloud-hosted environment.

4.7.2 Transition-out

4.7.2.1 Provide an approved transition-out plan before contract expiry or termination.

4.7.2.2 Transfer current documentation, configurations, interface specifications, support history, open incidents, known problems, access information and relevant operational knowledge.

4.7.2.3 Cooperate with the Commission and any successor service provider to maintain continuity.

4.7.2.4 Deliver a final system health, data integrity and handover report.

4.8. Annual Renewal of License

4.8.1 The below is to be noted relative to licensing of Sage X3 and Sage 300 People:

4.8.1.1 Currently the Commission is licensed for Sage X3 until the 30th September 2027 and for Sage 300 people and associated modules until 31 January 2027**.**

4.8.1.2 Licensing requirements under this bid must be considered from the end dates of the existing Sage X3 and Sage 300 licenses.

Modules	**Average of number users**
Sage X3	100
Sage 300 People	300

All license costing must take into account the current licensing timeframes, costing from the end of the existing licensing periods to the end of the contract period.

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4.9. Hosting & Migration

4.9.1 The Commission's current Sage environment is hosted on a server-based/on-premises environment (hosted by the current partner). As part of this appointment, the successful bidder will be required to support the Commission in migrating the full Sage ERP solution to the Sage cloud-hosted environment, in accordance with the migration requirements and timelines stipulated in this Terms of Reference.

4.9.2 Upon commencement of the contract, the successful bidder must conduct a comprehensive health check and current-state assessment of the Commission's Sage environment and all implemented modules and functionality. The health check must assess at a minimum, system configuration, functionality, data integrity, system performance, integrations, workflows, security, access controls, scheduled processes, customisations, reporting, outstanding system issues and overall system optimisation requirements.

4.9.3 The health check must specifically confirm that all implemented Sage environment modules, are correctly configured, fully functional and appropriately integrated. Any identified gaps, configuration issues, data-integrity concerns, risks or optimisation opportunities must be documented together with recommended corrective actions.

4.9.4 The Service Provider must provide a comprehensive managed service that provides responsive incident resolution, proactive system maintenance, optimisation, robust data-quality, integrity controls, application lifecycle support, and secure integration services to ensure the continued availability, reliability and effective performance of the Sage ERP environment.

4.9.5 Support must cover Sage ERP modules, and all the associated configurations, workflows and interfaces currently utilised by the Commission

4.9.5.1 The service must provide technical and functional support pertaining to application incidents, configuration, performance, interfaces and scheduled jobs.

4.9.5.2 The above activities must be supported by the following reporting and year-end or payroll-critical processing, month-end and financial year-end activities. Exception reporting and audit trails maintained (reporting elements to be listed as outlined across TOR).

4.9.5.3 The service provider must support the assessment, monitoring and maintenance of data integrity across the Sage environments. Identified data-quality issues must be investigated and corrected through approved change-control processes, with appropriate reconciliations, exception reporting and audit trails maintained.

4.9.5.4 The service provider must provide integration services on an as-and-when-required basis, including the maintenance, enhancement and development of approved integrations between Sage and other Commission or third-party systems. All integration work must be subject to approved change-control processes and prior written authorisation by the Commission.

4.9.6 The successful bidder must have the demonstrated capability and required Sage certification and expertise to migrate the Commission's Sage environment to the Sage cloud-hosted environment.

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4.9.7 The migration must be completed not later than eight weeks (+/- 400GB) following contract commencement, subject to the Commission providing the required access, approvals and dependencies. The migration must include appropriate planning for both SAGE 300 people and SAGE X3 for data validation, configuration, verification, testing, security, access validation, business continuity measures, and post-migration support to ensure functionality remains fully operational and that data integrity is maintained throughout the migration process.

4.10. Security, access, backup and continuity support

4.10.1 Comply with the Commission's ICT architecture, information security, data protection, change management and access-control requirements.
4.10.2 Use authorised, individual, least-privilege and auditable accounts for all support activities.
4.10.3 Do not copy, retain or use Commission data without prior written authorisation.
4.10.4 Report actual or suspected security incidents immediately through approved channels.
4.10.5 Support backup configuration, recovery procedures, disaster recovery testing, restoration, failover and recovery sequencing.
4.10.6 Support the Commission in maintaining agreed Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) for the Sage environment.

4.11. Service governance and reporting

4.11.1 Account / Client Relationship Manager as the primary management contact.
4.11.2 Attend monthly service review meetings and quarterly strategic review meetings.
4.11.3 Provide monthly reports covering incidents, ageing, SLA performance, problems, changes, patches, integrations, data integrity, risks, security matters, resource utilisation and improvement actions.
4.11.4 Maintain a current risk, issue, action and decision register.
4.11.5 Maintain all system, configuration, support, data, interface, security, recovery and change documentation.

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5. DELIVERABLES AND PERFORMANCE MEASURES

5.1. All deliverables must be in line with the scope of work as indicated above

No.	Deliverable	Due / frequency	Minimum acceptance requirement
1	Transition-In Plan	Within 10 business days of commencement	Approved plan, roles, dependencies, schedule, risks and governance.
2	Current-State and Transition-In Report	Within eight weeks of commencement	Environment assessment, support baseline, risks, priorities and improvement plan.
3	Data Integrity Baseline and Remediation Plan	Within 45 business days of commencement	Data profile, exceptions, root causes, risk rating, owners and prioritised actions.
4	Monthly Service and SLA Report and meetings (maintenance and support)	Monthly	Complete, accurate and submitted by the agreed reporting date.
5	Data Integrity Exception Report	Monthly	Exceptions, reconciliations, ageing, corrections, audit trail and trends.
6	System Health Check	Monthly	Performance, capacity, configuration, database, interface and risk findings.
7	Patch Management and Upgrades	As and when required	Product lifecycle, statutory updates, upgrades, risks and recommendations.
8	Root Cause Analysis	For major or recurring incidents	Cause, impact, corrective action, preventative action, owner and closure evidence.
9	Integration Design, Change Management and Test Pack	Per approved integration	Requirements, architecture, mappings, security, test evidence, rollback and support documentation.
10	Upgrade or Patch Implementation Pack	As and when required	Impact assessment, approvals, test evidence, implementation and rollback plan.
11	Quarterly Security and Access Review	Quarterly	Review findings, privileged access, segregation-of-duties considerations and actions.
12	Transition-Out Plan and Final Handover Report	At contract end or termination	Complete and accepted handover with no avoidable service interruption.

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6. CONTRACT PERIOD AND SERVICE LOCATION

6.1. The contract shall be for **thirty-six (36) months** from the commencement date stated by the Commission. Services shall be performed remotely and at the Commission's premises when required. The bidder shall maintain service continuity for the full contract period.

7. SUPPORT HOURS AND RESOURCING

7.1. Standard support shall be available during the Commission's normal business hours.
7.2. Priority 1 incidents require 24/7 emergency support until service restoration or an acceptable workaround in line with timeframes as stipulated in the TOR under section 4.5.
7.3. Extended support shall be available during payroll, financial year-end, major upgrades, deployments and other agreed critical periods.
7.4. The bidder must provide sufficient certified technical and functional resources and identify key personnel, backup resources and escalation contacts.
7.5. Key resources may not be replaced without prior consultation. Replacements must have equivalent or better qualifications and experience.

8. CONTRACT OBLIGATIONS: PERIOD, PRICING AND COMMERCIAL REQUIREMENTS

8.1. The successful bidder shall enter into a written contract and Service Level Agreement with the Commission.
8.2. The contract period will be thirty-six (36) months from the commencement date stated in the signed contract or service-level agreement. Continuation is subject to satisfactory performance, budget availability and ongoing compliance.
8.3. Complete SBD 3.3 and the detailed pricing schedule. Bidders must fully complete the applicable pricing schedule and include all costs required to deliver the services.
8.4. No additional or out-of-scope work may commence without the Commission's prior written authorisation by the delegated official.
8.5. Where subcontractors are used, the successful bidder remains fully accountable for their performance, conduct, security compliance and payment.
8.6. The successful bidder shall maintain adequate professional indemnity and public liability insurance for the contract period, with proof provided before contracting and on renewal.
8.7. The service provider's performance will be formally reviewed at least bi-annually and continuously monitored against the SLA and deliverables.
8.8. All Commission information shall be treated as confidential and processed only for authorised contract purposes.
8.9. All documentation and deliverables developed specifically for the Commission shall become the property of the Commission, subject to any pre-existing intellectual property expressly disclosed in the bid.

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8.10. No legal obligation shall arise until a formal contract or Service Level Agreement has been signed by authorised delegated official.

9. ABSENCE OF OBLIGATION & CONFIDENTIALITY

9.1. No legal or other obligation shall arise between the service provider and CCSA unless/untilboth parties have signed a formal contract or Service Level Agreement in place.
9.2. The Contract site is at **CCSA (as and when required).**

10. WORKMEN AND SUPERVISION ON SITE

10.1. The service provider shall be held responsible for the conduct of his employees and the conduct of his sub-contractor's employees for the full duration of the contract.

11. ADMINISTRATIVE CRITERIA: PHASE 1

11.1 Proof of registration on the Central Supplier Database (CSD).
11.2 General Conditions of Contract initialled on each page, where issued.
11.3 Standard Bid Documents fully completed and signed, including SBD 1, the applicable SBD 3 pricing schedule, SBD 4 and SBD 6.1.
11.4 Valid B-BBEE certificate or sworn affidavit, as at closing date of the bid.
11.5 All administrative documents must be fully completed, initialled and signed where applicable.
11.6 **Administrative Conditions:**

11.6.1. The bid will be assessed for administrative responsiveness against the requirements.
11.6.2. Failure to submit or sign a document will result in the bidder requested to re- submit. Where the required document is required by legislative prescript, bidders will be required to resubmit and failure which the bid will be deemed non-responsive **(11.1; 11.2; SBD 1, SBD 4 and SBD 6.1)**
11.6.3. Where the document is for evaluation purposes, bidders will not be required to resubmit **(11.4 and SBD 3 and applicable Annexure A - Pricing Schedule)**
11.6.4. Clarification will not be used to permit a bidder to improve its bid or submit a new substantive offer after closing.

12. MANDATORY CRITERIA: PHASE 2

12.1. The mandatory criteria are evaluated on a Pass/Fail basis. Failure to satisfy any mandatory criterion, or failure to submit the specified evidence, will render the bid non-responsive and the bidder will not proceed to functionality evaluation.

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No	Mandatory requirement	Minimum documentary evidence	Bidder response / reference	Compliant / Noncompliant
M1	Current authorisation or certification as a Sage partner capable of maintaining and supporting Sage X3.	Valid letter or certificate issued by Sage, verifiable with Sage.		
M2	Current authorisation or certification as a Sage partner capable of maintaining and supporting Sage 300 People.	Valid letter or certificate issued by Sage, verifiable with Sage.		
M3	Acceptance of the Commission's information security, confidentiality, data protection, access control and audit requirements.	Signed declaration of acceptance included in the technical proposal.		

Note: All bidders who do not comply with the mandatory criteria above will be disqualified.

13. FUNCTIONAL EVALUATION (PHASE 3)

13.1 Responses will be evaluated using a predetermined set of evaluation criteria. The evaluation criteria is designed to reflect the Commission's requirements in terms of identifying a suitable service provider and ensure the selection process is transparent and affords all the bidders a fair opportunity for evaluation and selection.

13.2. Bidders that pass the mandatory criteria will be evaluated on functionality. The maximum score **is 100 points.** A bidder must achieve at **least 75 points** to proceed to the price and preference evaluation stage.

13.3. **Functional Evaluation Criteria Summary (Minimum Threshold: 75/100)**

Evaluation Area	Evidence Required	Scoring Criteria	Minimum Points	Maximum Points
Company Experience in Sage Support Services	CCSA reference template must be *fully* completed and signed: Reference template reflecting experience in maintenance, support and integration *(ERP/API/Web)* services of **Sage X3** The Bidder must have a minimum of five (5) contactable references completed on	5 or more **completed and signed** reference templates **= 20 points** 4 **completed and signed** reference templates **= 10**	**10**	**20**

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	the CCSA reference template provided with the TOR, for ERP services, which details the following: • Precise Service Description • Contact person, E-mail and contact number • Duration of the contract – (*start and end date of the contract- no ongoing projects or contracts will be accepted).* • Total value of the contract including VAT ***Bidders who submit an incomplete, unsigned reference templates that do not include information and details as outlined above shall be regarded as non-compliant and will not be considered during the evaluation process***	**points** **Less than 4 completed and signed reference templates is a disqualifying factor = 0 points**		
	CCSA reference template must be *fully* completed and signed: Reference template reflecting experience in maintenance, support and integration *(ERP/API/Web)* services of **Sage 300 People.** The Bidder must have a minimum of five (5) contactable references completed on the CCSA reference template provided with the TOR, for ERP services, which details the following: • Precise Service Description • Contact person, E-mail and contact number • Duration of the contract – (*start and end date of the contract- no ongoing projects or contracts will be accepted).* • Total value of the contract including VAT ***Letters that fail to provide the required information and details as outlined***	5 or more **completed and signed** reference templates **= 20 points** 4 **completed and signed** reference templates **= 10 points** **Less than 4 completed and signed reference templates is a disqualifying factor = 0 points**	**10**	**20**

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	above shall be regarded as non-compliant and will not be considered during the evaluation process.			
Technical Approach and Methodology -1	Detailed technical proposal covering: 1. transition-in, 2. support model, 3. incident management, 4. problem management, 5. change management, 6. upgrades, 7. security, 8. disaster recovery, 9. reporting and governance. **Noncompliance with any all of the above = 0 points**	Comprehensive practical and supported by relevant tools, templates and controls covering all 9 elements in the criteria **= 10 points** **No methodology = 0 points**	**10**	**10**
Cloud Hosting and Migration Methodology -2	Detailed technical proposal covering: 1. Cloud Hosting and Migration from on premise **Noncompliance with any all of the above = 0 points**	Comprehensive practical and supported by relevant tools, templates and controls covering all elements in the criteria **= 10 points** **No methodology = 0 points**	**10**	**10**
Data Integrity Methodology-3	**Bidder will be tested on the data integrity methodology which must includes the following elements:** 1. Data integrity framework 2. Sample reports/templates 3. Data Quality reports 4. root-cause analysis	Comprehensive practical and supported by relevant templates/samples reports and covering all 4 elements in the criteria with samples **= 10 points**	**10**	**10**

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	Noncompliance with any all of the above = 0 points	**No methodology = 0 points**		
Key Personnel Qualifications and Experience	CVs, Sage certifications as proof of experience for proposed resources: • Sage X3 Lead Consultant **at least 5 years and relevant** Sage certifications • Sage 300 People Lead Consultant **at least 5 years** • Integration/Data Specialist **at least 4 years** ***Bidders must provide all the elements stated above = 15 points*** • **Account Manager with at least 5 years in ERP environment**	Sage X3 Lead Consultant **= 5 points** Sage 300 People Lead Consultant **= 5 points** Integration/Data Specialist **= 5 points** Account Manager with at least 5 years in ERP environment = **5 points**	**15**	**20**
Service Management and Governance framework	Bidder must submit a service management and governance framework that includes: • Support and escalation matrix, • governance framework, • reporting templates and service management methodology.	Support and escalation matrix, governance framework, reporting templates and service management methodology = **10 points** **No Service Management and Governance framework= 0 points**	**10**	**10**
TOTAL			**75**	**100**

13.3.1. Bidders who obtain less than **75 points** with all the requirements of the above criteria will be deemed non-responsive for further evaluation on **Phase 4** which is price and specific goals.

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14. BBBEE, Specific Goals and Price Preference: (PHASE 4)

14.3.1. As the tender **price is estimated to be between R2001 and R50 million including VAT**, the tender responses will be evaluated on the **80/20**-point system.

14.3.2. Bidders are required to submit valid B-BBEE certificate or a sworn affidavit in order to substantiate their rating claims. If bidders do not submit certificates or are non-compliant contributors to B-BBEE they do not qualify for preference points for B-BBEE.

15. ADJUDICATION USING A POINT SYSTEM

15.1 The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder.

15.2 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.

15.3 In the event that two or more bids have scored equal points in terms of price and preference points for BBBEE and Specific Goals, the successful bid must be the one scoring the highest number of preference points for BBBEE - in terms of PPPFA Act 5 of 2000.

15.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points for BBBEE, the successful bid must be the one scoring the highest scorefor functionality.

15.5 Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

16. POINTS AWARDED FOR PRICE AND B-BBEE PREFERENCE POINTS

The **80/20** preference point system

A maximum of **80** points is allocated for price on the following basis:

$$Ps = 80 \{1- (Pt – P\ min)\}$$

$$P\ min$$

Where:

Ps	=	Points scored for comparative price of bid under Consideration
Pt	=	Comparative price of bid under consideration
Pmin	=	Comparative price of lowest acceptable bid

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17. B-BBEE & SPECIFIC GOALS PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE LEVEL 1	10	
BBBEE LEVEL 2	9	
BBBEE LEVEL 3	8	
BBBEE LEVEL 4	6	
BBBEE LEVEL 5	4	
BBBEE LEVEL 6	3	
BBBEE LEVEL 7	2	
BBBEE LEVEL 8	1	
Non-compliant contributor	0	
Further recognition for EME/QSE and or Women and or Youth, and or Rural Enterprise to be determined by the specification adjudication authority	10	

17.1 Bidders who qualify as EME's and QSE's in terms of the B-BBEE Act must submit a Sworn affidavit. Misrepresentation of information constitutes a criminal offence.

17.2 Bidders other than EME's or QSE's must submit their original and valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by SANAS.

17.3 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

18. CONSORTIUM

18.1 A consortium is an association of two or more individuals, companies, organisations or governments (or any combination of these entities) with the objective of participating in a common activity or pooling their resources for achieving a common goal.

18.2 A consortium requires that each participant retains its separate legal status and the consortium's control over each participant is generally limited to activities involving the joint endeavour, particularly the division of profits. A consortium is formed by contract, which delignates the rights and obligations of each member.

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south africa

18.3 In a consortium, only the lead bidder's credentials both in terms of financial and technical qualifications are considered. Therefore, the interpretation and application to a RFQ/Bid process is such that the lead partner is identified, and the following requirements are required as follows:

a) Lead Partner

- All administrative documents (consortium agreement between the lead partner and the partner)
- Technical requirements (which will show in the proposal and other requirements why the need for the consortium, which for all intent and purpose fulfils the requirements of the bid through combination of skills)

b) Partner

- Proof of CSD registration.
- Tax Pin.
- BBBEE Sworn-Affidavit.
- SBD 4

18.4 It should be taken into cognisance that although the lead partner is the qualifying entity, the partner should prove that it can do business with state-owned entities, through CSD registration, proof that the taxes are compliant, its level of BBBEE status in order to align with the BBBEE status level required by the BID, declare interest and answer questions that it is not a disqualified entity with the National Treasury. The foregoing ensures compliance from an SCM process perspective that the consortium is in order.

18.5 Of importance is that in a consortium, each individual team members retain their identities.

19 JOINT VENTURE

19.1. A joint venture is a business entity created by two or more parties, generally characterized by shared ownership, returns and risks and shared governance.

19.2 **Unincorporated joint venture**:

19.2.1 All SCM documents are filled in by the joint venture in the name of the joint venture, although the submission of administrative documents (partnership agreement between parties) will be completed in the name of the joint venture, and the following will be required from both parties, amongst others

a) SBD 4
b) SBD 6.1
c) Tax pin
d) CSD registration.
e) The JV agreement will direct which bank account of the two entities will be used.
f) Consolidated Joint BBBEE Certificate.

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19.3 Incorporated joint venture

19.3.1 This aligned to a registered entity or company. A registered entity/ company with a consolidated BBBEE certificate and a bank account in the name of the Joint venture. The required compliance documents must be complete by the entity/ company the name of the joint venture, and the following will be required amongst others

a) SBD 4
b) SBD 6.1
c) Tax pin
d) CSD registration.
e) The JV agreement will direct which bank account of the two entities will be used.
f) Consolidated Joint BBBEE Certificate.

19.3.2 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidderqualifies for, unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.

19.4 A person awarded a contract may not sub-contract more than 25% of the value of the contractto any other enterprise that does not have equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity andthe ability to execute the sub-contract.

20 COMMUNICATION

Respondents are warned that a response will be disqualified should any attempt be made bya bidder either directly or indirectly to canvass any officer(s) or employees of CCSA in respect of BID process, between the closing date and the date of the award of the business.

All enquiries relating to this BID should be emailed ***three days before the closing date.***

21 CONDITIONS TO BE OBSERVED WHEN BIDDING

21.1. The Commission does not bind itself to accept the lowest or any BID, nor shall it be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and delivery of his BID submission. The Commission also reserves the right to withdraw or cancel the BID at any stage.
No BID shall be deemed to have been accepted unless and until a formal contract / Contract Form and letter of award or Purchase Order is prepared and executed.
The competitive shall remain open valid by the Commission for a period of **120 days** from the closing date of the BID Enquiry.

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CCSA reserves the right to:

21.2 Not evaluate and award a bid that do not comply strictly with this BID document.

21.3 Make a selection solely on the information received in the Bid Document and Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the terms of reference.

21.4 Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the BID shall be sought, offered or permitted.

21.5 Cancel this BID at any time.

21.6 Should bidder(s) be selected for further negotiations, they will be chosen on the basis of theof cost effectiveness and the principal of value for money not necessarily on the basis of the lowest costs.

22. COST OF BIDDING

22.1 The bidder shall bear all costs and expenses associated with preparation and submission of its BID submission and the CCSA shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

23. NOTE TO BIDDERS

23.1 Due diligence to be conducted by CCSA prior to the award of the contract.

END OF TERMS OF REFERENCE DOCUMENT

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Annexed to this document for completion and return with the document:

- ANNEXURE A (pricing schedule)– must be fully completed and signed.
- ANNEXURE B1 (CCSA Reference Template)
- ANNEXURE B2 (CCSA Reference Template)
- ANNEXURE C M3 - Acceptance of the Commission's information security, confidentiality, data protection, access control and audit requirements. Signed declaration of acceptance included in the technical proposal.
- ANNEXURE SBD 1 and conditions to tender. – must be fully completed and signed.
- ANNEXURE SBD 3.3– must be fully completed and signed.
- ANNEXURE SBD 4– must be fully completed and signed.
- ANNEXURE SBD 6.1 – must be fully completed and signed.
- ANNEXURE General Conditions of Contract (GCC) initialled on each page.