



TERMS OF REFERENCE

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SAGE 300 PEOPLE SYSTEM WITH SUPPORT AND MAINTENANCE FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 36 - MONTHS

BID REF: NDA09/CS02/21

BRIEFING SESSION	A COMPULSORY BRIEFING SESSION WILL BE HELD ON THE ON THE 12th JANUARY 2022.
VENUE	TIME: 10h00 AM MICROSOFT TEAMS: Bidders who are interested in joining the compulsory briefing session MUST send their e-mail addresses to: MuziM@nda.org.za by 09h00 on the 12 th January 2022 so that a link can be sent to them for joining the Microsoft Teams meeting.
CLOSING DATE	<u>21st January 2022</u>
CLOSING TIME	12H00
SUBMISSION OF DOCUMENTS	All proposals must be delivered at the NDA Head Office on or before the closing date and time. The Head Office address is 26 Wellington Road, Parktown, Johannesburg, 2193. Submissions must be strictly submitted inside the tender box, which is at the main entrance and accessible 24/7. <i>Service providers outside of Gauteng are advised to send their documents by courier. NDA will not take responsibility for documents sent via postal services.</i>

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SUPPLIER ENVELOPES	<p>The supplier's envelope/s MUST clearly have the description: "SAGE 300 PEOPLE SYSTEM WITH SUPPORT AND MAINTENANCE OVER A PERIOD OF 36 – MONTHS".</p> <p>A TWO-ENVELOPE system will be used for the submission of bids:</p> <p>Commercial Envelope This envelope must contain price quotations plus all the mandatory documents as listed in section 14.0 of this document.</p> <p>Technical Envelope This envelope must contain all info listed in section 9 of this document.</p>
LATE BIDS	Bids received after the closing date and time will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).
<p>Contact person for Commercial Queries is Ms Elizabeth Mngabashe or Muzi Matsenjwa on 011 018-5546/5562 between 08h30 to 17h00 on weekdays. Queries can also be sent in writing to ElizabethM@nda.org.za/MuziM@nda.org.za.</p> <p>Contact person for Technical Queries is Mr Thamsanqa Langa on +27 82 657 5265 or ThamsanqaL@nda.org.za</p>	

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OVERVIEW OF NDA

The National development Agency is a public entity listed under Schedule 3A of the Public Finance Management Act (PFMA). It was established in terms of the National Development Agency Act No 108 of 1998 as amended.

Our mandate

In terms of the National Development Agency (NDA) Act (Act No 108 of 1998 as amended), NDA was mandated to contribute towards the eradication of poverty and its causes by granting funds to civil society organizations (CSOs) to:

- Implement development projects in poor communities, and
- Strengthen the institutional capacity of other CSOs that provide services to poor communities.

Impact Statement:

Reduced levels of poverty in South Africa.

Mission:

A premier development agency that coordinates and integrates development initiatives to break the cycle of poverty in the country.

Vision:

Championing development for a society free from poverty.

Organisational values:

- Integrity
- Accountability and Responsibility
- Transparency
- Respect
- Ubuntu
- Innovation
- Excellence

1.0 Background

The National Development Agency (NDA) use Sage 300 People for Human Resource (HR) and Payroll business transactions processing. The NDA is licensed for 250 employees which includes the following modules:

- Payroll
- Leave Management
- General Ledger Integration
- Sage Intelligence Connector
- Job Management
- Personnel Management
- Performance Management
- Equity
- Skills
- Web Self Service
- Job Requisition
- Mobile App

The Sage 300 People is hosted on-prem within the below mentioned ICT infrastructure:

- Virtual Machines (VM) on VMWare i.e.: 2 VMs one dedicated to the app and the other to the database.
- Microsoft Windows Server 2016 Standard.
- Microsoft SQL Server 2017 Enterprise.
- Internet Information Service (IIS) 10.

2.0 PURPOSE

The purpose of these Terms of Reference (ToR's) is to get bids to appoint a qualified Sage accredited service provider to assist the NDA with end-to-end Sage 300 People System Support and Maintenance services for a period of thirty-six (36) months.

3.0 SCOPE OF WORK

The role of the appointed service provider is to assist the NDA with Sage 300 People system support and maintenance services through various channels i.e., remotely, on-site, email,

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and telephonic as per request. Twenty (20) hours per month must be allocated to the NDA for system support and maintenance services. A fixed annual market rate per hour must be provided by the service provider for payment purposes.

The appointed service provider must ensure that the following key areas are fulfilled:

3.1. System Support

The following scope forms part of the system support service.

- Ensure efficient resolution of all calls logged by the NDA in the helpdesk system.
- Support must be attended using various channels i.e., remotely, on-site, email, and telephonic as per request by the NDA.
- Provide monthly reports of all calls logged by the NDA during the monthly Quality of Service (QoS) meetings indicating performance measures specified in section 3.3 of this ToR's.
- Escalation of system related issues and problems to appropriate authority e.g., NDA ICT Specialist/s and Management.
- Assist with system data integrity issues i.e., accuracy, consistency, completeness, and reliability.
- System administration and configuration based on best practise recommended by Sage SA.
- Facilitate or provide user training for the NDA including refresher trainings as per request i.e., end-user, super user, and administrators.
- Assist with designing custom system reports and dashboards as per request e.g., Monthly user group profiles in line with approved functionalities for management verification.
- Twenty (20) hours per month must be allocated to the NDA for system support and maintenance services.

3.2. System Maintenance

- Commit to monthly system maintenance meeting to discuss reports e.g., QoS, system performance health checks, and any other report as per NDA's request.

- Provide system documentations e.g., change management, user/system manuals, technical documents for custom system settings or configurations, etc. All system modifications must be documented, and the documents provided to the NDA for audit purposes.
- Management and implementation of system patches, and updates in consultation with the NDA ICT teams and management.
- Management and implementation of advance system enhancements and add-ons as per request by the NDA e.g., system customisation, automation, and integrations.
- Recommend new products or add-on modules to the system to ensure that the NDA is functioning efficiently in the space of the COVID pandemic.
- Ensure compliance with the NDA ICT Governance and laws of the country i.e., POPIA.
- Performing optimisation tasks that ensures the system performs at its best. i.e., system performance health checks.
- Identify and report system risks and propose mitigation controls for the NDA.

3.3 LICENSE RENEWAL

- Facilitate and ensure that the NDA is up to date in terms of the Sage 300 People software license for the first year. License cost and/or estimate for the first year must be included within the total project cost. License service cost must only include the Sage 300 People software and not SQL Server, Windows Server, etc.

4.0 AD HOC SERVICES (NON SCORABLE REQUIREMENTS)

4.1 The Ad Hoc Services will not exceed 15% of the Contract Value for the contract period. Both the Agency and the successful bidder will be required to keep account of the Ad Hoc Services and the costs thereof such that the specified variation percentage is not exceeded.

4.2 All service requests requirements (outside the scope of work) will be classified as Ad Hoc Services, except for the Change Requests that result from Incident Management, Problem Management and Maintenance processes, which will be part of the baseline services.

4.3 The Successful bidder will invoice only on approved and completed Ad Hoc Services on one-month arrear bases. Bidder to indicate acceptance with this arrangement.

4.4 Ad hoc services to be agreed in advance with the successful bidder and price list to be documented in advance.

5.0 QUALITY OF SERVICE

The quality of service delivered by the appointed service provider for the Sage 300 People System Support and Maintenance will be closely monitored by the NDA through monthly QoS meetings. Should the NDA receive unsatisfactory service, which will be guided by the Service Level Agreement (SLA), the NDA reserves the right to immediately enter a service dispute that may result in the termination of the contract.

5.1. Prioritisation and Measurement

Reported support or maintenance requests must be prioritised and deadlines set as per the SLA. The priority and deadlines for these requests must be evaluated on an ongoing basis and amended as and when needed.

5.2. Priority Levels

The following priority levels may be used to identify the levels of a support or maintenance requests or calls:

- Priority Level 1
- Priority Level 2
- Priority Level 3
- Priority Level 4

Level	Description	Requirement
Priority Level 1	Complete system failure affecting majority or all users.	Average response time < 30min. Average resolution time < 8 hrs.
Priority Level 2	Partial system failure affecting specific users where system is functional but in an unsatisfactory state.	Average response time < 2hrs. Average resolution time < 16hrs.
Priority Level 3	Maintenance issues.	Average response time < 4hrs. Resolution time based on the schedule plan.
Priority Level 4	Approved enhancements and custom settings	Average response time < 4hrs. Resolution time based on the schedule plan.

Security issues or call logs such as creation of new users, set-up of user profiles, delegation of authority, and any other security issues must be addressed as critical with the following response and resolution times:

- Response Time: Within 30 minutes
- Resolution Time: Within 1hr

5.3. Target Performance measurements

The actual performance will be calculated as follows:

Actual Performance = $\frac{\text{number of issues resolved per month} \times 100}{\text{total no of issues logged per month}}$

Where < 50% is unsatisfactory, >= 50% is average, > 60% is good, > 75% is very good, > 90% is exceptional.

6.0 REPORTING

The appointed service provider will report directly to the ICT Manager or to the delegated NDA official. The service provider will be required to submit specific monthly QoS reports to the NDA within 5 working days after the end of each month for the duration of the contract. The reports must provide the details of the logged calls, resolutions, recommendations, and target performance measurements including configuration settings and steps taken to resolve the issues. The monthly billing (invoice) must be accompanied by the QoS report as a supporting document.

7.0 SPECIAL CONDITIONS / NOTE

- The service provider must be an accredited Sage Business Partner.
 - The service provider must submit at least three references with contact details for Sage 300 People support and maintenance services provided elsewhere.
 - If the service provider and the NDA are not able to reach an agreement in terms of the SLA, the NDA may withdraw the award of the bid and/or appoint another service provider.
 - The service provider must inform the NDA of any movement in key personnel directly linked to this project and provide reasonable notice and an equally qualified replacement.

8.0 CONTRACT PERIOD

The appointed service provider will be required to sign a SLA with the NDA. The contract will be valid from the date of appointment for a period of thirty-six (36) months.

9.0 TECHNICAL EVALUATION CRITERIA (PHASE 1)

Category	Description	Weight
Service provider relevant experience for the project.	<p>The service provider must submit three (3) signed reference letters on the client letterhead where the Sage 300 People Support and Maintenance services were provided. NDA reserves the right to contact these organizations without prior notice to the bidder. Each reference letter must indicate the scope of work, start and end date, and service ratings.</p> <p><i>Ten (10) points will be allocated for each letter and zero for no letter or letter not meeting the requirements on the above paragraph.</i></p>	30
Experience of bidder's key consultants that will be assigned to	<p>The bidder is required to submit a minimum of three (3) CVs of the key consultants that will be assigned to the project. The CVs must demonstrate prior experience relating to systems support and maintenance and also indicate the name of the organizations where the experience was gained.</p>	15

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the project.	<i>Five (5) points will be allocated for each CV that meets the requirements i.e., experience of three (3) years of higher in the systems support and maintenance field and zero for less than 3 years or no CV.</i>	
Understanding of the work and services required.	Quality and responsiveness of the proposal towards the scope of work as described in section 2 of the ToR's. Service providers MUST provide a Written Confirmation of their ability to provide the services as per section 2 of the ToR's. <i>Eighteen (18) points will be allocated for each requirement responded to in sections 3.1, 3.2 and 3.3 of this ToR's.</i>	18
Existing Call logging (Helpdesk) system	Fifteen (15) points if the service provider has an existing call logging (Helpdesk) system. Service providers must provide a Name, Description and Screenshot of the Helpdesk system	15
Accredited Sage Business Partners.	The bidder should provide evidence that they are an accredited Sage Business Partner. <ul style="list-style-type: none"> • Accreditation as a SAGE Business partner for three (3) years or more (12 points) • Accreditation as a SAGE Business partner for less than three (3) years (6 points) 	12
Training Plan and Skills Transfer.	A training plan must be provided indicating how the service provider will facilitate NDA staff training transfer skills <ul style="list-style-type: none"> • Sage related training plan (5 points) • Skills transfer plan (5 points) 	10
TOTAL SCORE		100
MINIMUM QUALIFYING SCORE		70

Note: Bidders who score less than 70 points on technical evaluation will not be evaluated further.

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10.0 COMMERCIAL EVALUATION (PHASE 2)

- 10.1 Bids will be evaluated in accordance with the Preferential Procurement Regulations, 2017, using the 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price and maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.
- 10.2 The bid proposals received will be evaluated in two (2) phases. On the first phase bids will be evaluated on functionality and on the second phase in accordance with the 80/20 preference points system respectively.
- 10.3 Bid proposal must score a minimum of seventy (70) points or more out of hundred (100) points on functionality in order to qualify for advancement to the next phase of evaluation. Second phase, a bid proposal scoring less than 70 out of 100 will not be considered for further evaluation and will be disqualified.
- 10.4 Phase two: During this phase, bid proposals that passed the first phase will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis) and 20 points will be awarded for attaining the Broad-Based Economic Empowerment (B-BBEE) status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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- 10.5 In order to claim the B-BBEE Status Level of Contributor, bidders must submit Sworn Affidavits or original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agencies such as SANAS or Registered Auditor approved by the IRBA together with their bids, to substantiate their B-BBEE claims. Exempted Micro Enterprises must submit a letter from the Accounting Officer who is appointed in terms of the Close Corporation Act.
- 10.6 Bidders who do not submit B-BBEE Status Level Verification Certificate 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 points out of 80 for price only and zero (0) points out of 20 for B-BBEE.
- 10.7 Bidders are requested to complete the preference claim form (SBD 6.1) in order to claim preference points.
- 10.8 A tender will be awarded to the tenderer who scored the highest total number of points in terms of the preference point systems (price and B-BBEE points). It should be noted that the NDA reserves the right not to appoint any bidder and no bidder will be reimbursed for any costs incurred whilst participating in this bid.

11.0 PRICING

- 11.1 Bidders must submit a detailed cost breakdown for all applicable costs e.g. Initial setup costs, monthly costs, and any other applicable costs. All prices submitted must be inclusive of VAT
- 11.2 Bidders must indicate if their prices will be fixed and firm for the duration of the proposed contract period, if not, the proposed escalations should be clearly indicated.
- 11.3 Bidders must ensure that the quotes submitted have no arithmetic errors as NDA will not rectify any errors and no adjustments to quotations received will be permitted.
- 11.4 Bidders will carry the responsibility of ensuring that the proposals submitted have been signed by a dully authorised person. Should it be established after the submission of proposals that the signatory authorising the proposal is not legally

appointed by the service provider, the offer/proposal will be disqualified from the evaluation process.

11.5 All prices submitted should be typed in black ink or written in pen, proposals written in pencil will not be accepted and evaluated.

11.6 A two-envelope system will be used for the submission of proposals.

12.0 TENDER VALIDITY

All submitted bids must be valid for 150-days from the closing date of this bid.

13.0 NDA PAYMENT TERMS

Invoices will be paid 30-days from the date of submission and approval.

14.0 MANDATORY DOCUMENTS

14.1 Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS). Where consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate valid original Tax Clearance Certificate or SARS tax Pin or a CSD report.

14.2 Company registration documents (CIPC).

14.3 A letter/resolution authorising the person signing the bid documents and contracts.

14.4 All participating bidders must complete, sign and return ALL the attached SBD forms (SBD1, SBD2, SBD4, SBD6.1 SBD 3.3 and relevant Annexure, SBD8 and SBD9) declaration forms, together with their proposals.

14.5 Proof of being SAGE Business Partner accreditation.

Failure to complete and submit any of the attached documents will result in immediate disqualification.

15.0 CENTRAL SUPPLIER DATABASE

15.1 The NDA will not appoint any supplier who is not registered as a prospective supplier on the central supplier database as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction note 4 of 2016/2017

16.0 CONTRACT AWARD

A binding contract will be signed after both parties have fully agreed to the scope of work and all terms and conditions. The NDA legal department will develop a draft contract that shall be used as basis to finalise contract terms and conditions.

17.0 DISCLAIMER

- 17.1 Whilst all due care has been taken in connection with the preparation of this bid, the NDA makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current or complete. The NDA, and its officers and employees will not be liable with respect to any information communicated which is not accurate, current or complete.
- 17.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NDA (other than minor clerical matters); the bidder must promptly notify NDA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the NDA an opportunity to consider what corrective action is necessary (if any).
- 17.3 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NDA will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 17.4 No representations made by or on behalf of NDA in relation to this bid will be binding on the NDA unless that representation is expressly incorporated into the contract ultimately entered into between NDA and the successful bidder.

18.0 ADDITIONS AND AMENDMENTS TO THE BID

- 18.1 The NDA reserves the right to change any information in, or to issue any addendum to this bid before the closing date and time. The NDA its officers and employees will not be liable in connection with either the exercise of, or failure to exercise this right.
- 18.2 If the NDA exercises its right to change information in terms of clause 19.1 all amendments will be communicated to all bidders.

19.0 CONTENT PAGE

- 19.1 Participating bidders are required to submit a detailed content page that clearly state (**cross-reference**) where each technical requirement as per section 9.0 of this document is placed in their bid documents. Any additional information that we might have been missed must be clearly referenced in the content page.

20.0 PRICE NEGOTIATIONS

As guided by the Implementation Guide Preferential Procurement Regulations, 2017 of the PPPFA, Act No.5 of 2000, 19.2; the award of this tender may be subjected to price negotiation with the preferred tenderers.

21.0 SPECIAL CONDITIONS OF THIS BID

NDA reserves the right to;

- 21.1 To accept part of a tender rather than the whole tender.
- 21.2 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 21.3 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 21.4 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 21.5 Award to multiple bidders based either on size or geographic considerations.

22.0 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. NDA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to NDA, or whose verification against the Central Supplier database (CSD) proves non-compliant. NDA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

23.0 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. NDA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.