

REQUEST FOR QUOTATIONS

APPOINTMENT OF A SUITABLE PROVIDER TO PROVIDE POPIA TRAINING AND GAP ANALYSIS

Food and Beverages Manufacturing Sector Education and Training Authority (FoodBev SETA) hereby invites suitable bidders to submit quotations to provide service for PAIA and POPIA Awareness training as follows:

Closing date of submission	30 October 2025
Closing time of submission	11:00 a.m. (Telkom time)
Quotes to be e-mailed to	scm@foodbev.co.za
All quotes must be valid for at least	30 days
Delivery address for the goods	7 Wessel Road, Rivonia Johannesburg

All queries/ clarifications can be sent in writing, citing the bid reference above to the under-mentioned person before the closing date for the quote:

Queries address to	Ntsako Mgwena
Telephone Number: Landline	011 253 7300
e-mail address to send queries	NtsakoM@foodbev.co.za

1. BACKGROUND

FoodBev SETA is a Schedule 3A Public Entity established in terms of the Skills Development Act 97 of 1998. FoodBev SETA is currently operating in Johannesburg at number 7 Wessel Road, Rivonia. FoodBev SETA's function is to promote, facilitate and incentivize skills development in the food and beverages manufacturing sector. FoodBev SETA is one of 21 Sector Education and Training Authorities (SETAs) across the economy mandated to facilitate the delivery of skills development in the country in line with National Skills Development Plan (NSDP) outcomes.

2. PURPOSE

FoodBev SETA seeks to appoint a suitably qualified and experienced service provider to deliver comprehensive awareness training on the Promotion of Access to Information Act (PAIA) and the Protection of Personal Information Act (POPIA). The appointed provider will assist management and employees in understanding the legislative provisions, compliance obligations, and practical steps required for effective implementation and sustained adherence to both Acts.

This project aims to strengthen FoodBev SETA's organisational compliance posture through targeted capacity building and a structured gap analysis. The training component will equip management and staff with the knowledge and competencies to manage personal information lawfully and responsibly, while the gap analysis will evaluate existing data protection, information security, and records management processes. The findings and recommendations

will guide the development of remedial actions to enhance accountability, privacy governance, and continuous compliance monitoring across the organisation.

3. SCOPE OF WORK

3.1. The scope of work is to ensure that FoodBev SETA employees understand the important issues in the management of ongoing compliance with PAIA and POPIA. The successful services provider will be expected to provide the following services:

3.1.1. Gap Analysis:

- Review existing information management, security, and privacy practices.
- Identify gaps against POPIA and PAIA requirements.
- Review POPIA and PAIA policies, consent forms, privacy notices, data breach procedures, and retention schedules.
- Align with other related frameworks (Records Management, ICT Security, Data Governance).

3.1.2. Personal Information Impact Assessment

To evaluate how the processing of personal information impacts individuals' privacy and to ensure compliance with POPIA principles while addressing the need to comply with PAIA. The assessment should cover but not be limited to the following:

- Lawfulness, fairness, and transparency
- Purpose limitation
- Data minimization
- Accuracy
- Security and confidentiality
- Accountability
- Information flow and data mapping

3.1.3. Reporting

- Provide a report on the Gap Analysis and the Personal Information Impact Assessment conducted, with recommendations.
- Present the report to the management team (1 hour)
- Present the report to the Audit and Risk Committee (1 hour)

3.1.4. Training

Management Training will be provided to a group of 25 attendees with the duration of the training to take place in one (1) full day, at the FoodBev SETA office. The training should cover but not be limited to the following:

- Introduction to PAIA and POPIA (POPIA basics).
- Role of Information Officer and Deputy Information Officer(s).
- Role of Management
- Role of operator – processing Information on behalf of FoodBev SETA
- Reason for processing of Personal Information
- Data Privacy

- Data breaches and Cyber Security
- Rights of Data Subjects
- Developing and Implementing a POPIA program
- Risk Identification and Mitigations
- POPIA Compliance Measurement

Staff Training will be provided to a group of 60 employees split into 3 groups of 20 attendees per group, with the duration of the training for each group to take place in one (1) full day. The training should cover but not be limited to the following:

- Introduction to POPIA (POPIA basics).
- Role of employees
- Role of operator – processing Information on behalf of FoodBev SETA
- Reason for processing of Personal Information
- Data Privacy
- Data breaches and cyber security
- Rights of Data Subjects

Once the training has taken place, the service provider will be required to furnish all attendees with a certificate of attendance.

3.1.5. Deliverables

- PAIA and POPIA Compliance Assessment Report and Action Plan.
- Revised POPIA and PAIA Compliance Framework.
- Personal Information Impact Assessment report with recommendation and action plan.
- Reviewed Data Protection and Privacy process.
- Reviewed Incident/Breach Response Procedure.
- Consent Management Process and Register.
- Training and Awareness Materials (digital / no hard copies).
- Compliance Monitoring and Reporting Template.
- PAIA response Process and SOP.

4. AGREEMENT FOR DELIVERABLES

- 4.1. The service provider must have a good understanding of the SETA environment to ensure that the training session is carried out with ease.
- 4.2. The service provider must provide a detailed project plan incorporating schedule/timelines and breakdown for the training.
- 4.3. The service provider must conduct an effective and efficient training/workshop that achieves training objectives.

5. EVALUATION CRITERIA

- 5.1. **Criteria 1: Compliance evaluation**– bidders will first be evaluated in terms of compliance, that is, meeting minimum requirements. Bidders who do not fulfil all the requirements or do not submit required documents using the required format, will be disqualified and not move onto the next stage of evaluations.

- 5.2. **Criteria 2: Functional criteria** – Functionality points are equal to 100 points. Bidders are required to achieve a minimum score of 70 points on functionality evaluations to qualify to be evaluated on Specific goals and Price. All bidders who do not score the minimum points will be disqualified.
- 5.3. **Criteria 3: Price and Specific goals** will be evaluated on an 80/20 preferential procurement principle for all bids above R2000 but below R50 million.

6. CRITERIA 1 – COMPLIANCE EVALUATION

The Bidders must submit:

- 6.1. Accreditation Letter from Services SETA or other relevant training accreditation
- 6.2. Must be registered on the National Treasury CSD (Central Supplier database): A full report must be submitted.
- 6.3. Standard Bidding Documents (SBD) forms: (SBD 1, 4, SBD 6.1): completed and signed by the duly authorized person.
- 6.4. Tax clearance certificate and pin.
- 6.5. BBBEE Certificate or affidavit
- 6.6. ID copies of directors

Failure to submit the above documents will result in the bidder being disqualified.

7. CRITERIA 2 - FUNCTIONALITY EVALUATION

Functional criteria	Weight	
1. Capacity and Competency		
The bidder must provide a minimum of 3 (three) relevant reference letters or testimonials for similar work done in a public or private sector environment in the last 3 (three) years. The reference letters must be on the bidder's client's letterhead, duly signed by the authorized person, reflecting the level of service and performance provided by the bidder:	40.00	
<ul style="list-style-type: none"> ▪ No relevant reference letters provided 		0.00
<ul style="list-style-type: none"> ▪ Three (3) to Four (4) relevant reference letters 		20.00
<ul style="list-style-type: none"> ▪ Five (5) or more relevant reference letters 		40.00
2. Methodology and Approach		
The proposal should include an implementation plan that demonstrates the bidder's capacity to deliver the project within the stipulated time frame and budget. The proposal should sufficiently cover the scope of the work.	Weight 20.00	
Unacceptable: The proposal does not meet any of the above requirements or comply with and/or insufficient/no information provided.	0.00	
Acceptable: The proposal meets some of the requirements and shows an acceptable level of understanding of requirements and provides some satisfactory level of details on how the requirements will be met.	5.00	
Good: The proposal meets most of the requirements and is sufficiently detailed to demonstrate a good understanding and provide details of how requirements will be met.	10.00	

Excellent: The proposal is unambiguous and demonstrates a thorough understanding of the requirements and provides full details of how each requirement will be met	20.00	
3. Project Team experience		Weight
<p>The bidder must provide a short profile(s) of the project team including facilitator(s) and CV(s) clearly highlighting qualifications, skills, and experience in providing the respective training and conducting PAIA and POPIA assessment. The facilitator must have at least five (5) years of experience in providing training in the areas of POPIA and PAIA combined. The bidder should possess NQF level 7 qualification in any of the following studies with extensive experience in PAIA and POPIA compliance:</p> <ul style="list-style-type: none"> • Law / Legal Studies • Information Management / Knowledge Management • Records Management / Archival Science • Data Protection / Information Security • Governance, Risk, and Compliance (GRC) • Public Administration / Policy Studies <p>NB: Points will only be awarded if the bidder submits both the CV demonstrating relevant experience, relevant qualifications and all required certifications. If CVs, qualification and certification are not submitted, no points will be allocated.</p>		30.00
3.1. Experience:		
▪ No experience and qualification submitted	0.00	
▪ Less than five (5) years' experience demonstrated in the CV and submission of a certified qualification(s)	0.00	
▪ Five (5) years or more experience demonstrated in the CV and submission of a certified qualification(s)	40.00	
4. Accreditation with regulatory body and SAQA endorsement		Weight
The bidder must be accredited with any relevant SETA and foreign qualifications endorsed by SAQA. Foreign qualifications not endorsed by SAQA will be automatically disqualified.		10.00
▪ Valid Accreditation attached = 10.00 Points		
▪ None = 0.00 Points		
Total		100.00

Note: the minimum score for functionality is 70 points.

- Please note that the Evaluation Committee will use their own discretion to assess quality of all bid proposals received in relation to above functionality criteria and may further verify information submitted from relevant sources/your clients and use their own discretion to score the bidders proposal accordingly.
- It is the responsibility of the bidder to seek clarity by enquiry before submission of the final bid, where the criteria are construed to be ambiguous or confusing. Should there

be a difference of interpretation between the bidders and FoodBev SETA, the SETA reserves the right to make a final ruling on such interpretation.

- FoodBev SETA may request clarification or additional information regarding any aspect of the tender document or proposal submitted. The bidders must supply the requested information within twenty-four (24) hours after receipt of a written request from supply chain office. Failure to submit such information may result in disqualification or non-award of functionality points.

8. PREFERENCE POINTS ALLOCATION

- 8.1. **80/20 preference point system for acquisition of goods or services for Rand value equal to or above R2000 and up to R50 million as follows:**

CRITERIA	MEANS OF VERIFICATION	POINTS
Price	Proposed Bid Price	80,00
Preference Points	Specific Goals	20,00
Total Points		100,00

- 8.1.1. The following allocation will determine the specific goals (20.00 points) for this tender process:

Category	% Allocation for each category	Points allocated
Black People Ownership	50%	10,00
Woman Ownership	*30%	6,00
Black Youth Ownership	*20%	4,00
Total	100%	20,00

9. CONDITIONS OF CONTRACT

The successful service provider undertakes:

The successful service provider undertakes:

- 9.1. To treat all relevant and available data and/or information provided by the FoodBev SETA and its employees strictly confidential.
- 9.2. Not to discuss or make any information available to any member of the public, press or other service provider/consultant or any other unauthorized person(s) except as authorized by the FoodBev SETA;
- 9.3. Not to copy or duplicate any software or documentation for private use;
- 9.4. To give back to the FoodBev SETA all documentation, reports, programmes etc. upon completion of the project;
- 9.5. To comply with the provisions of the Protection of Personal Information Act (POPIA), as well as all applicable legislation as amended or substituted from time to time
- 9.6. To secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational

- measures to prevent loss, damage, unauthorised destruction, access, use, disclosure, or any other unlawful processing of Personal Information;
- 9.7. General conditions of tender, contracts and orders will be applicable in the execution of the contract;
 - 9.8. Parking and travel between the prospective service provider's home/office and the FoodBev SETA will be borne by the Service Provider;
 - 9.9. Failure to adhere to the above conditions will lead to the invalidation of the quotation;
 - 9.10. The FoodBev SETA reserves the right to discontinue work on any element of the quotation at any given time in consultation with the Senior Manager: Human Resources of the FoodBev SETA, for example the quality of work delivered is poor or the service provider is unduly delaying delivery of service;
 - 9.11. Enter into a Service Level Agreement with the FoodBev SETA before the final acceptance of the tender proposal.
 - 9.12. The Contract/SLA may be finalized within a period of maximum of five (5) working days for signature before commencement of the work. Bidders must note that FoodBev SETA contracts are vetted by outsourced lawyers therefore it is important to note that it is the responsibility of the bidder to also vet their contract before signing it off.
 - 9.13. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
 - 9.14. If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for specific goals, the contract must be awarded to the tenderer that scored the highest points for functionality.
 - 9.15. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

10. IMPORTANT INFORMATION TO NOTE - GUIDELINES

10.1. Disclosures

Bidder to disclose if they have been subject to proceedings or other arrangements relating to bankruptcy or insolvency

11. DISCLAIMER

- 11.1. FoodBev SETA reserves the right not to appoint a service provider
- 11.2. Not to appoint a bid that scored the highest points i.e., award a bid, on reasonable and justifiable grounds, to a bidder that did not score the highest points
- 11.3. Award the contract or any part thereof to one or more service providers
- 11.4. Reject all bids
- 11.5. Decline to consider any bids that do not conform to any aspect of the bidding requirements
- 11.6. Request further information from any bidder after closing date for clarity purposes
- 11.7. Cancel this RFQ or any part thereof at any time
- 11.8. Require the shortlisted bidders to make presentations at the venue communicated with the bidder and this presentation will be made by bidder at their own cost
- 11.9. Points scored will be rounded to 2 decimals
- 11.10. FoodBev SETA does not communicate with any bidders telephonically indicating that the bidder will be assisted to receive the award in return of financial resources.

FoodBev SETA does not request bribes from any of the bidders and should a bidder receive such request, please that bidder must immediately notify FoodBev SETA and the police.

12. CONFIDENTIALITY

- 12.1. Bids submitted will not be revealed to any other bidders and will be treated with utmost confidentiality.
- 12.2. All information pertaining to FoodBev SETA obtained by the bidder as a result of participation in this RFP is confidential and must not be disclosed without written authorisation from the FoodBev SETA.
- 12.3. The bidder must adhere to FoodBev SETAs Code of Conduct, Corruption and Anti-Fraud policy and all laws, rules and regulations that govern the SETA.

13. MISCELLANEOUS

- 13.1. The service provider should include any additional information deemed useful to the FoodBev SETA in evaluating the proposal.

14. NEGOTIATIONS

- 14.1. FoodBev SETA will enter negotiations to agree on fees, scope of work, scope of service, and other salient commercial terms with the preferred bidder.

15. VALIDITY

- 15.1. The proposal provided to FoodBev SETA in terms of this request for quotations will be valid for a period of 90 days from the date of submission except for the Tax and B-BBEE certificates which must still be valid at the time of award.
- 15.2. Should there be a need to request extension of the finalization of the award of the bid, the bidders will be duly informed, and the tender/proposal will remain valid except for items mentioned above.

16. CONDITIONS OF PAYMENT

- 16.1. No service should be provided to FoodBev SETA before an official purchase order has been issued to the supplier.
- 16.2. An invoice supported by all relevant documentation must be submitted to FoodBev SETA for certification and authorization before payment can be made.
- 16.3. Invoices will be payable 30 days after receipt of the invoice and statement.

17. COST OF TENDERING/ PROVIDING QUOTATIONS

- 17.1. The bidders shall bear all costs and expenses associated with the preparation and submission of the tender document/proposal.

- 17.2. FoodBev SETA shall under no circumstances be responsible and/or liable for any such costs, regardless of, and without limitation to the conduct or outcome of the tendering, evaluation and selection process.
- 17.3. The bidder will have no claim against FoodBev SETA where bids are cancelled for whatever reason.

18. UNSUCCESSFUL BIDDERS

- 18.1. Please note FoodBev SETAs decision on the selection of the successful bidder is final and FoodBev will not enter into any further correspondence and/or negotiations with any unsuccessful bidder.

19. COMPULSORY BRIEFING SESSION

- 19.1. Not Applicable

20. PROCEDURES FOR SUBMITTING QUOTATIONS

- 20.1. The closing date for proposals is **30 October 2025 @ 11h00**.
Suppliers must reach the FoodBev SETA before or on the closing date and time.
Bidders must email a soft copy of their proposal to: scm@foodbev.co.za.