**RFQ**

**TERMS OF REFERENCE (ToR)** **FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT THREAT AND RISK ASSESSMENT, TECHNICAL SURVEILLANCE COUNTER MEASURES (TSCM) SURVEY, FORENSIC IMAGING, SECURITY RECOMMENDATIONS, AND CYBER FORENSICS ASSESSMENTS FOR INSETA**

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| --- | --- |
| **RFQ** |  **RFQ/INS/2024/25/** **0121** |
| **RFQ ISSUE DATE** |  **10 APRIL 2025** |
| **BRIEFING SESSION** | **N/A** |
| **DESCRIPTION** | **TERMS OF REFERENCE (ToR)** **FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT THREAT AND RISK ASSESSMENT, TECHNICAL SURVEILLANCE COUNTER MEASURES (TSCM) SURVEY, FORENSIC IMAGING, SECURITY RECOMMENDATIONS, AND CYBER FORENSICS ASSESSMENTS FOR INSETA** |
| **CLOSING DATE & TIME** | **18 APRIL 2025 @ 16:00** |
| **LOCATION FOR****SUBMISSIONS** | **rfqs@inseta.org.za** |

## Bidders must submit responses via e-mail at: rfqs@inseta.org.za

**For any queries or questions, please use above mentioned email address.**

The INSETA requests your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above. **Late and incomplete submissions will invalidate the quote submitted.**

SUPPLIER NAME:

POSTAL ADDRESS:

TELEPHONE NO:

FAX NO:

E MAIL ADDRESS:

CONTACT PERSON:

CELL NO:

SIGNATURE OF BIDDER:

# BACKGROUND

The Insurance Sector Education and Training Authority (INSETA) is seeking to appoint a suitably qualified and experienced service provider to conduct a comprehensive security assessment. This initiative aims to identify, analyse, and mitigate security threats to INSETA’s operational environment. The objective is to enhance INSETA’s security posture, mitigate risks, and strengthen cybersecurity resilience for the normal day to day operations.

# 2. AIM AND OBJECTIVES

The primary aim of this project is to enhance INSETA’s overall security framework by identifying vulnerabilities, mitigating threats, and ensuring compliance with best practices in security governance. The key objectives are:

1. To conduct a comprehensive Threat and Risk Assessment to identify potential security risks and vulnerabilities.
2. To perform a Technical Surveillance Countermeasures (TSCM) Survey to detect unauthorized surveillance devices.
3. To conduct Forensic Imaging in compliance with chain-of-custody protocols.
4. To provide Security Recommendations that are actionable, practical, and aligned with industry best practices.
5. To conduct Cyber Forensics Assessments to detect, analyse, and mitigate malware infections.

**3. SCOPE OF WORK**

The appointed service provider will be required to conduct the following security-related services:

**3.1 Threat and Risk Assessment**

* Identify, assess, and analyse potential security threats.
* Evaluate vulnerabilities, likelihood, and impact of identified threats.
* Conduct assessments for work vulnerability, ensuring security risks are thoroughly analysed.
* Develop a risk matrix and propose risk mitigation strategies.

**3.2 Technical Surveillance Countermeasures (TSCM) Survey**

* Conduct electronic counter-surveillance measures.
* Detect, locate, and mitigate potential covert surveillance threats
* Provide a detailed report on findings and recommended countermeasures.
	1. **Forensic Imaging**
* Conduct forensic imaging and ensure adherence to chain-of-custody protocols and industry best practices.
* Provide forensic reports with evidence authentication and analysis of digital data integrity.

**3.4 Security Recommendations**

* Provide recommendations to enhance INSETA’s overall security framework.
* Offer practical and implementable security measures to safeguard sensitive data and assets.
* Advise on best practices in security governance and compliance with relevant regulations.

**3.5 Cyber Forensics Assessments for Malware on INSETA’s assets**

* Conduct assessments on INSETA’s assets for malware infections.
* Identify, analyse, and mitigate potential cyber threats such as spyware, ransomware, and phishing attacks.
* Provide a comprehensive cyber forensic report with findings and remediation actions.

**4. DELIVERABLES**

The service provider shall deliver the following:

1. A detailed Threat and Risk Assessment Report.
2. A TSCM Survey Report with findings and recommendations.
3. Forensic Imaging Reports.
4. A Security Recommendations Report with best practices and mitigation strategies.
5. Cyber Forensics Assessment Reports detailing malware findings and countermeasures.

**5.** **QUALIFICATION AND EXPERIENCE REQUIREMENTS**

The service provider must possess the following:

* Proven expertise in threat and risk assessments, technical surveillance countermeasures (TSCM), and cyber forensics.
* Minimum five (5) years of experience providing similar security services.
* Demonstrated capability in forensic imaging and malware analysis.
* Professional affiliations with recognized security industry bodies (e.g., ISACA, ASIS, EC-Council).

**6. DURATION OF THE PROJECT**

The project must be finalised within eight (8) weeks from the date of the award of the contract.

**7. PROPOSAL SUBMISSION REQUIREMENTS**

Interested service providers must submit:

1. A detailed proposal outlining their methodology, approach, and timeline.
2. Company profile, including past experience and references for similar projects.
3. CVs of key personnel demonstrating relevant expertise.
4. Pricing structure, including professional fees and any applicable costs.
5. Proof of certifications and professional affiliations.
6. Valid Tax Clearance Certificate and B-BBEE Certificate.

***3. EVALUATION CRITERIA:***

***The evaluation criteria will be based on the following requirements:***

* *Phase 0: Administrative requirements (Signed SBD documents and GCC)*
* *Phase 2: Technical Fictionality (100 points) – The threshold of 70 points*
* *Phase 3 : Evaluation on Specific Goals and Price – The threshold of 20 points.*

***Phase 0: Prequalification Criteria***

* *Bidder must submit proof of registration on CSD* ***(Central Supplier Database).***
* *Bidder must submit fully completed and signed bid documents:*
* *Standard Bidding Document (SBD 4) Bidder’s Disclosure.*
* ***SBD 6.1 Preference Points Claim form.***
* ***GCC (General Conditions of Contract)***
* *Signed* ***Request for Quotation (RFQ)*** *form.*

***Phase 2: Tec*hnical and functional criteria**

With regards to technicality/ functionality, the following criteria shall be applicable, and the maximum points of each criterion are indicated in the table below.

**Service providers who scores 70 out 100 points for technical and functional criteria will be evaluated on Price and Specific goals.**

|  |  |  |
| --- | --- | --- |
| **No** |  **Track record of the Bidder/ Company**  | **Points 40** |
| **1.** | **The Bidder to demonstrate company experience in Public Sector PFMA, SETA`S space, Consulting and Audit.****Points allocation matrix:*** PSIRA, CIPC and company profile demonstrating experience of 3 - 5 Years = 10 points
* PSIRA, CIPC and company profile demonstrating experience of 6 - 7 Years = 20 points
* PSIRA, CIPC and company profile demonstrating experience of 8 - 9 Years = 30 points
* PSIRA, CIPC and company profile demonstrating experience of 10 Years and above = 40 points
* **No PSIRA**, **CIPC and company profile demonstrating experience submitted = 0 points**
 |  |
| **No** | **Track record for Key Personnel Experience** | **Points 40** |
| **2** | **Skills:** Service provider (Key Personnel) must provide one CV of competent resource that have knowledge and a minimum of 05 years’ experience.**Key Personnel/ Resource:*** **Resource 1=** Project Leader Proven expertise in threat and risk assessments, technical surveillance countermeasures (TSCM), and cyber forensics.

**Points allocation matrix:*** Attach a detailed CV demonstrating (05) five years **= 20 Points**
* Degree in ICT = **20 Points.**
* Diploma in ICT = **10 Points.**
* Certificate in ICT =**05 Points**
 |  |
|  |  **List of contactable reference in the Public Sector PFMA, SETA`S space and Audit Space**  | **Points 20** |
| **3.** | **Points allocation matrix:*** List consists of five contactable references = **20 Points**
* List consists of four contactable references = **15 Points**
* List consists of three contactable references = **10 Points**
* List consists of two contactable references = **05 Points**
* No list of contactable references submitted = **0 Points**
 |  |
| TOTAL | **100** |

**NB: Service providers who score 70 out 100 points for technical and functional criteria will be evaluated on Price and Specific goals.**

**Phase 3: Price and Specific Goals**

The evaluation for price and Specific Goals shall be based on the 80/20 PPPFA and points for evaluation criteria are as follows:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Points** |
| 1 | **Price (Rate per hour)** | 80 |
| 2 | **Specific Goals** **Black owned Company 20 Points**  | 20 |
| Total  | 100 |



# PRICING SCHEDULE

* 1. Service provider must ensure that the price quotations are inclusive of all applicable taxes **(Including VAT).** Costing must comprise all the relevant services proposed in the bidder submission.
	2. Service providers are required to provide pricing for **the following resources**.

|  |  |  |
| --- | --- | --- |
| **Description**  | **Qualifications** | **Rate per hour (Inclusive of VAT)** |
| Project Leader |  |  |

# CONTRCACT DURATION

* 1. The contract will be for a period: Once-off.



1. **ABSENCE OF OBLIGATION & CONFIDENTIALITY**
	1. No legal or other obligation shall arise between the service provider and INSETA unless/until both parties have signed a formal contract or Service Level Agreement in place.
	2. The Contract site is at INSETA (as and when required).
2. **WORKMEN AND SUPERVISION ON SITE**
	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.
3. **CONTRACTUAL OBLIGATION**

## The bidder will be required to comply with the following:

* 1. Signatory to SBD 7.2 contract form with the bidders approved submission as annexure to the contract.
	2. Compliance with the general conditions of contract.
	3. Bidders are required to fully comply with the relevant SCM Legislative Framework as well as applicable applications of regulatory prescripts.
	4. In the case of the service provider using sub-contractors, the former will be responsible for ensuring delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
	5. The successful bidder will be required to have adequate professional indemnity as well liability insurance in place (**upon parties contracting**).
	6. **Bidder must adhere to Protection of Personal Information (POPI) Act.**

### SPECIFIC GOALS POINTS

#### Evidence to be submitted by Emerging Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) – sworn affidavit (DTI or CIPC Template, Generic entities – SANAS accreditation.

* 1. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
	2. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
	3. 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.
	4. Bidders other than EME’s or QSE’s must submit their original and valid B-BBEE status level verification certificate and BBBEE Scorecard, substantiating their B-BBEE rating and black ownership issued by SANAS.
	5. 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.

#### Consortium

* + 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.
		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.
		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:

#### 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)

#### Partner

#### Proof of CSD registration.

#### Tax Pin.

#### BBBEE Sworn-Affidavit.

#### SBD 4

* + 1. 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 specific goals 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.
		2. Of importance is that in a consortium, each individual team members retain their identities.

#### A joint venture

* + 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.

#### Unincorporated joint venture:

* + 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

##### SBD 4

##### SBD 6

##### Tax pin

##### CSD registration.

##### The JV agreement will direct which bank account of the two entities will be used.

##### Consolidated Joint BBBEE Certificate.

#### Incorporated joint venture

* + 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

##### SBD 4

* + - 1. SBD 6
			2. Tax pin
			3. CSD registration.
			4. The JV agreement will direct which bank account of the two entities will be used.
			5. Consolidated Joint BBBEE Certificate.

### COMMUNICATION

* 1. Respondents are warned that a response will be disqualified should any attempt be made by a bidder either directly or indirectly to canvass any officer(s) or employees of INSETA 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.***

### CONDITIONS TO BE OBSERVED WHEN BIDDING

The organization 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 organization 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 / letter of award is prepared and executed.

The competitive shall remain open for acceptance by the Organization for a period of **120 days**

from the closing date of the BID Enquiry.

#### INSETA reserves the right to:

* 1. Not evaluate and award a bid that do not comply strictly with this BID document.
	2. 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.
	3. 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.
	4. Cancel this BID at any time as prescribed in the PPPFA.
	5. Should bidder(s) be selected for further negotiations, they will be chosen on the basis of the of cost effectiveness and the principal of value for money not necessarily on the basis of the lowest costs.

### COST OF BIDDING

* 1. The bidder shall bear all costs and expenses associated with preparation and submission of its BID submission and the INSETA 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.

### NOTE TO BIDDERS:

* 1. Due diligence to be conducted by INSETA prior to the award of the contract – where applicable.

**END OF DOCUMENT**