

**COMPULSORY  
BRIEFING MEETING**

**RE-ADVERTISEMENT OF  
THE APPOINTMENT OF A  
SHORT-TERM  
INSURANCE COMPANY  
FOR THE NYDA FOR A  
PERIOD OF THREE (3)  
YEARS.**

**RFP2023/21/NYDA**



**nyda**

**NATIONAL YOUTH DEVELOPMENT AGENCY  
OUR YOUTH. OUR FUTURE.**

# **TERMS OF REFERENCE FOR THE RE-ADVERTISEMENT OF THE APPOINTMENT OF A SHORT-TERM INSURANCE COMPANY FOR THE NYDA FOR A PERIOD OF THREE (3) YEARS.**

## **1. PURPOSE AND OBJECTIVES OF THIS SUBMISSION**

The purpose of the insurance company appointment project is to ensure that NYDA complies with the Public Finance Management Act No. 1 of 1999, Section 51(1)(c) and Section 57 (e), which requires safeguarding of assets and management of assets expenditure and liabilities.

To appoint an insurance company to render insurance services including insurance claims for all the short-term insurance covers indicated in the scope of work for a period of three (3) years. The insurance company must ensure that NYDA receives comprehensive insurance that is professional, experienced, and reliable service at cost effective rates.

## **2. SCOPE OF WORK**

The appointed insurance company will be expected to provide advice on insurance matters, solicit and negotiate insurance covers and assist with the administration and maintenance of insurance claims. Scope of services will relate to the following insurance covers:

# TERMS OF REFERENCE CONTINUES....

## 2.1 Assets Insurance

To cover all tangible property of every description belonging to the NYDA or which the NYDA has any propriety or pecuniary interest against loss or damage caused by fire or allied perils including electronic breakdown (first loss/breakage basis).

2.1.1 Electronic equipment, to cover on electronic business equipment including computers, laptops, and licensed software, etc.

2.1.2 Stock and assets, to cover on goods that forms part of the NYDA business activity.

2.1.3 Stock and assets in transit, to cover on transportation of stock anywhere in South Africa, offshore, and African countries.

2.1.4 Motor fleet, fully comprehensive cover on all vehicles owned, leased, borrowed, or used by the insured, including vehicles held in trust or in the custody or under control or care of the insured. Third party insurance for vehicles kept on the road, business use in African continents and outside African continents etc.

# TERMS OF REFERENCE CONTINUES....

2.1.5 Road Assistance: All vehicles.

2.1.6 Panel beating: All vehicles.

2.1.7 Mechanical Breakdown: All vehicles.

2.1.8 Money, a cover on any negotiable instrument including cash cheques, credit card Vouchers, petty cash, etc.

2.1.9 Movable Assets including furniture.

## **2.2 Directors and Officers liability Insurance**

A cover to the NYDA arising from numerous threats and its management, including security litigation, employment practices, fiduciary or crime related loss, accidental injury or death and fiduciary liabilities:

2.2.1 Fidelity Guarantee, to cover direct financial loss due to acts of fraud, forgery, alteration, robbery and safe burglary, computer fraud or dishonesty by employees resulting in dishonest personal financial gain.

2.2.2 Directors, to protect the claims made against the NYDA's directors e.g., if it ceases to operate and there are outstanding obligations from third parties.

2.2.3 Public Liability, to protect the NYDA against claims involving illness, injury, death, damages to third party property including but not limited to; defamation, defective workmanship and products.

# TERMS OF REFERENCE CONTINUES....

## **2.3 Group Personal Accident Insurance**

Board and committee members as well as officials as per Estimated wage roll present amount. Death/Permanent Disablement, Repatriation, Mobility, Insured Perils and Bodily injury caused accident, violence, external and visible.

## **2.4 Corporate Travel Insurance**

A cover for an employee of the NYDA whilst travelling on local and international journeys for business and incurs medical and related expenses as a result of illness or injury, death or any other related liabilities.

## **2.5 Events liability Insurance**

A cover that indemnifies the NYDA for damages which the event organizer (NYDA), shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person or accidental loss of or physical damage occurring within the territorial limits of the event during the period of Insurance in the course of or in connection with the event. Help protect the Agency if found responsible for property damage or an injury caused during your event, and many venues require the Agency to have it. If the Performers hired damages the building or hall, stadium, or venue, for example, this coverage help pay for repairs. This policy also covers incidents caused by the Agency's guests.

# TERMS OF REFERENCE CONTINUES....

The event liability coverage pay for medical expenses resulting from an injury of NYDA Staff, Guest, and Stakeholders at the NYDA events. Coverage of equipment rent by the Agency for its own event venues.

## **2.6 Business Interruption Insurance**

A cover for financial loss suffered following interruptions of the NYDA business. It is linked to the stock or material damage and business property damage insurance and is triggered if the business interruption is as a result of one of the insured perils on property insurance policy for example fire, flood, explosion, riots, public disorder.

## **2.7 Cyber Liability - Cyber Protect / Insurance**

A cover for financial loss suffered following cyber-attack / interruptions of the NYDA business. Data recovery. Furthermore, the Cyber extortion occurring when cybercriminals threaten to disable the operations of a target NYDA business or compromise its confidential data unless they receive a payment. The two most common types of cyber extortion are ransomware and DDoS (Distributed Denial of Service) attacks.

# TERMS OF REFERENCE CONTINUES....

Crisis management coverage insurance coverage designed to help NYDA business limit the negative impact of events on the business' reputation. An insurance agreement made as part of technology Errors and Omissions (E&O) and Internet/online property and liability insurance policies.

## **2.8 Professional Liability or Professional Indemnity Insurance**

A cover in respect of any allegations made against an NYDA official for professional negligence in carrying out their official duties and responsibilities. This normally arises as the result of any actual or alleged negligent acts, errors, or omissions.

## **2.9 Project Specification Insurance**

- 2.9.1 Grant Program (Commercial Insurance Policy)
- 2.9.2 Foreign Exchange Students (Inter-global Healthcare Plan)
- 2.9.3 Technical Training Programmes including Apprenticeship
- 2.9.4 NYDA Beneficiaries in-transit /travel cover

## **2.10 Facilities Maintenance Equipment's and Tools Insurance**

- 2.10.1 High Pressure washer machine
- 2.10.2 Drills
- 2.10.3 Angle Grinder
- 2.10.4 Vacuum Cleaning machines

## **2.11 Structural Building Repairs & Maintenance Insurance**

- 2.11.1 Plumbing – Unexposed or covered piping (Copper piper, PVC (polyvinyl chloride)).
- 2.11.2 Roofing and Ceiling

# TERMS OF REFERENCE CONTINUES....

2.11.3 Electrical DB (distribution board) and Wiring (Faulty wires, Exposed wires, faulty connections, DB Explosions, Surge and Lightning Protection).

2.11.4 Structural damages – cracks, damaged, blown and stolen HVAC (Heating, Ventilation, and Air Conditioning) System (Condenser and or Compressor).

2.11.5 Fire System – Fire Alarm Panel, Sirens and detectors.

2.11.6 Back-Up Power System – Generators, Solar and Inventors.



## 2. OBJECTIVES, CONDITIONS AND REQUIREMENTS OF THE TENDER PROCEDURE

- All participating bidders must indicate their company name and company representative in Teams chat with contact details (email & number)
- Bidders are reminded: Telephonic request for clarification will not be accepted. Any clarification required by a bidder regarding the meaning and interpretation of the Terms of Reference or any aspect concerning the bid must be requested in writing via email from SCM (tenders@nyda.gov.za).
- Written questions of clarification must be sent on or before 9<sup>th</sup> of October 2023 at 12h00
- A reply to all questions and answers is intended to be sent by email to all prospective bidders as follows:
  - Tuesday: 10<sup>th</sup> of October 2023
  - The bid number (RFP2023/21/NYDA) should always be quoted in all correspondence.
- A submission of **one original hardcopy version** must be the original submission, clearly marked "**Original**" and a softcopy/electronic version in PDF-Format digital copied versions of the original (Flash-drive/USB/Memory Stick)
- The original and a copy must contain the same information and must be clearly marked and professionally presented.
- Bids should be submitted in a sealed envelope, marked with:
  - Bid number: RFP2023/21/NYDA
  - Bid Description: Re-Advertisement of the appointment of a short-term insurance company for NYDA over a period of three (3) years.
  - The name and address of the bidder
- Bids must be submitted on or before **11h00, on Tuesday, 17<sup>th</sup> of October 2023**.
- **Bids which are submitted after the closing date and time will not be accepted.**
- Bidder's representative are encouraged to share the information with the person who will be compiling the bid document to ensure that the requirements of the tender are understood.

### 3. THREE (3) STAGE EVALUATION PROCESS

#### ▪ **Mandatory criteria (Stage one)**

- ✓ During the administrative/eligibility assessment, failure to provide any mandatory information as requested on page 18 will result in the proposal being deemed non-responsive.

#### ▪ **Functionality criteria (Stage two)**

- ✓ Bidder's experience in the Insurance industry (Max 30 points)
  - ✓ Signed positive testimonial letters of similar service rendered from current or previous clients with contact details. (4 letters and above to obtain full points)
- ✓ Bidder's proposed administrator's experience and proof of registration (Max 30 points)
  - ✓ Detailed CVs of the Administrator with proof of registration with FSCA .
  - ✓ No points will be allocated for Administrator who did not provide proof of registration with the Financial Sector Conduct Authority (FSCA)
- ✓ Bidder's proposed operational plan (Max 20 Points)
  - ✓ A detailed operational plan outlining all the specified insurance cover required from the insurance company needs to be provided and the as listed in the proposal content clause 5.3 on page 15.
- ✓ The online claims handling system (Max 20 Points)
  - ✓ Provide a detail process of the online handling system which outline the name of the system, the functions and report samples (Max 20 points)

**NB: Bidders who fail to obtain a minimum threshold on functionality of 65% will be disqualified from Further Evaluation**

### 3. THREE (3) STAGE EVALUATION PROCESS CONTINUES...

#### ▪ **Stage Three - Price and Specific Goals**

- ✓ Bidders will be evaluated based on 80/20 preferential points system, where 80 points will be used for price including all applicable taxes and 20 points are allocable to Specific Goals.(SBD 6.1)
- ✓ Bidder must price according to the price schedule provided
- ✓ Breakdown on costs should be provided, where necessary;
- ✓ The price schedule must be completed in non-erasable ink and the use of correction fluid/tape is not permitted;
- ✓ All prices quoted will remain firm for the first twelve (12) months, after anniversary date, the estimated price increase and percentage for remaining years will be fixed at 6.8% for bidding purposes, however, the actual increase will be determined by Consumer Price Index (CPI) or negotiated with the successful bidder.
- ✓ Upon approval of the insurance claim, the Bidder must pay the Agency net of excess for each specific claim lodged (the claim amount less excess payable to insurer)
- ✓ Prices tendered must be valid for 120 days and must be for 3 years including provision for price increase;
- ✓ Bidders are to bring the total amount from the pricing schedules above to the final summary
- ✓ Pricing should include VAT and must be in South African Rand.

**NB: Bidder must comply with the price instruction as indicated on page 26**

# 4. QUESTIONS / CLARITY / COMMENTS

**Thank you.**