

Request for Expression of Interest (EOI)

EOI Number: EOI35/08/19

DESCRIPTION: Implementation of a holistic equity, diversity and inclusion of a transformation strategy framework and intervention

EOI CLOSING DATE: 3 SEPTEMBER 2019

VENUE: IDC Head Office, 19 Fredman Drive, Sandton

**Agence Française de Développement
and
Industrial Development Corporation**



1. About Industrial Development Corporation (IDC)

The Industrial Development Corporation of South Africa Limited (the IDC):

- Is a self-financing, state-owned national development finance institution;
- Provides financing to entrepreneurs engaged in competitive industries;
- Follows normal company policies and procedures in its operations;
- Pays income tax at corporate rates and dividends to its shareholders; and
- Reports on a consolidated basis, with its Annual Report freely available to the public.

IDC commits to create, enable and sustain a corporate environment of unconditional inclusion, fairness and unbiasedness through actively challenging and addressing all forms of unfair discrimination at all levels in a positive and constructive way. It commits to constantly improve efforts to meet the diverse needs of its workforce and the community at large, as well as entrench and sustain equity in line with the country's transformative agenda and employment equity legislation.

The IDC is embarking on a process to identify potential service providers with a proven track record to develop and implement holistic equity, diversity and inclusion transformation strategy, framework and intervention and therefore invites responses to this expression of interest (EOI).

2. Project Background

The Industrial Development Corporation ("IDC") has received financing from Agence Française de Développement ("AFD"), and intends to use part of the funds thereof for some of the payments made under the following project : Implemenation of a holistic equity, diversity and inclusion transformation strategy framework and intervention.

Eligibility criteria to AFD financing are specified in sub-clause 1.3 of the "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries", available online on AFD's website: <https://www.afd.fr/en/responding-bid-invitation>.

Equity, diversity and inclusion transformation in the workplace goes without saying in any South African business and yet, we are still experiencing some impediment to working harmoniously and productively together. The benefits of a diverse and inclusive team working positively and constructively together are huge but common understanding, respect, appreciation and accommodation of differences needs first to be cultivated. The IDC embraces employment equity as an act which assist in eliminating unfair discrimination in the workplace, and to achieve equitable representation of employees from designated groups by means of affirmative action measures. In addition, there is a need for a transformation journey that will focus on fostering an environment that enables sustainable employment equity through inclusion.

2.1. Objectives:

The objectives of the transformation journey at IDC are fourfold, as outlined below, where the service provider is expected to partner and support in its achievement:

1. Diversity

To Improve the representation of designated groups, with emphasis on females, at all levels of the organization and integrate people with disabilities by driving talent acquisition and management practices to achieve transformation results.

2. Inclusion

To create an inclusive work environment that fosters creativity and innovation and promotes unbiased engagement through awareness and inclusive leadership.

3. Transparency

To ensure that transformation initiatives, actions, and results are transparent and communicated to all key stakeholders.

4. Accountability

To hold leadership accountable for transformation goals and objectives.

The IDC is seeking services that will assist leaders and employees to institutionalise equity, diversity and inclusion as well as interweave this into their day to day practices and activities.

Furthermore, the service provider/s is expected to provide technical assistance and capacity building support for the following activities:

- Organisational equity and transformational framing,
- Facilitate internal dialogue workshops to produce
 - Baseline assessment of unconscious biases that are barriers to sustainable transformation, with emphasis on gender and people with disabilities
- Action planning and evaluation at individual, divisional and organisational level to tackle the identified unconscious biases and produce and implementable inclusion plan at divisional and organisational level
- Develop an implementation monitoring system to track progress of implementation at divisional and organisational level
- Capacitation and training on organisational equity, transformational change practices for individuals and teams; and
- Coaching with leaders and teams.

The capacitation and training methodology for the required intervention/s must be a blended learning approach utilising the 70:20:10 learning philosophy as well as Face-to-Face and on-line training intervention sessions. Workshops will take place at the IDC Head Office in Gauteng, Johannesburg.

The appointed service provider/s will be used on an as needed basis over the contract period.

The targeted audience will include:

- Executives
- Senior Leadership (i.e. Exco direct reports)
- Management (i.e. everyone who has direct reports other than Senior Leadership)
- All other staff

3. Project scope

Service providers must take cognizance of the following aspects in the project detail and processes:

- 3.1. The main objective is to diagnose current barriers to sustainable transformation, develop an action plan to address the identified barriers, design and implementation and transition plan with clear measures for success in line with the IDC transformation strategy that focuses on sustainability of change beyond implementation with the view of assisting IDC to realize its transformation statement of intent as outlined in its transformation strategy document.
- 3.2. The service provider will use the IDC transformation strategy and other research as well as all relevant policies and legislation to develop the intervention.
- 3.3. The intervention will be an integrated immersion programme that seeks to understand and provide support to all stakeholders in the IDC.
- 3.4. The service provider will develop customised materials, appropriate techniques and modes of delivery to ensure that it addresses the needs of the IDC and builds capacity of internal trainers and also managers to manage diversity and inclusion in all its facets.
- 3.5. The service provider will provide monthly and quarterly reports and develop relevant case study reports of the journey of the Organisation and Units with findings and recommendation for further diversity and transformation management and intervention in the IDC.
- 3.6. The service provider will consider new and innovative strategies and modes and models for training.
- 3.7. The service provider will consider the use of technology as a feature in the design.
- 3.8. The appointed service provider(s) will be required to start immediately after signing the contract and the project must be completed within three (03) years from the date of signing the service level agreement.

4. Selection of prequalified respondents

- 4.1. The purpose of this EOI is to establish a shortlist of not more than six (6) Prequalified Respondents for the subsequent Request for Proposal and to invite technical and financial proposals from these Respondents.

Completeness & Responsiveness Assessment

- 4.2. Information submitted by Respondents will first be assessed for completeness and responsiveness. IDC shall reject any Information that is not substantially responsive to the requirements of this EOI document.
- 4.3. Any Information lacking any Statement or Declaration listed under 6.3 (as applicable) will be considered incomplete and rejected.

- 4.4. Any Information submitted will not be considered substantially responsive if it fails to present at least one reference for each of the following criteria. Any additional reference in each field of expertise will increase the score of the Respondent:

Technical Criteria	Scoring
Criterion 1: Respondent's Relevant Experience in similar Projects in the field of equity, diversity and inclusion transformation management and research	30
Criterion 2: Respondent's similar and relevant experience in relation with South African gender equity, diversity and transformation legislation	30
Criterion 3 : Respondent's similar and relevant experience in: <ul style="list-style-type: none"> ○ Facilitation of internal dialogue workshops ○ Capacitation and change management for individuals and teams ○ Coaching with leaders and teams 	40
<u>Overall Technical Score available</u>	100

- 4.5. Only Respondents who present at least one reference for each of the above criteria 1, 2 and 3 will be considered for shortlisting as Prequalified Respondents. Among these, IDC will shortlist a maximum of six (6) service providers, to whom the Request for Proposals to carry out the services shall be sent.
- 4.6. Disqualified Respondents will be informed accordingly by email to the authorized representative of the Respondent.

5. Submission of Information

- 5.1. Information in response to this EOI should be submitted in duplicate all bound in a sealed envelope endorsed, **EOI Number: EOI35/08/19**

The sealed envelope must be placed in the tender box at the Main Reception area of the IDC Building, 19 Fredman Drive, Sandton, South Africa by no later than **Tuesday 03 September 2019, 12:00 noon (South African Time). No late response will be considered.**

- 4.2 The closing date, company / respondent name and the return address must also be endorsed on the envelope.
- 4.3 If a courier service company is being used for delivery of the information, the EOI description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the tender box.

6. Response Format

Respondents shall submit their Information in accordance with the format specified below (**each schedule must be clearly marked**). All the documentation submitted in Information must be in English. Respondents shall accompany their Information with a soft copy (CD or USB stick).

Consultants are free to form JVs or associate themselves with other firms or independent experts to ensure that all required know-how, expertise and experience are available to them.

5.1 Cover Page: (the cover page must clearly indicate the EOI reference number, EOI description and the company's name including any potential JV members and Sub-Consultants as well as contact details for an authorized representative of the Respondent).

5.2 Presentation of Respondent: (maximum 10 pages), inclusive clear statements of type, property business scope, previous international experience of the Consultant and/or associated partners (if applicable).

5.3 Statements and Declarations

- A Power of Attorney authorizing the representative of the Respondent to submit the Information on behalf of the Respondent. If the Respondent is a Joint Venture,
 - the Power of Attorney shall be provided by the Lead Consultant nominated in the JV agreement or in the declarations of association, and
 - a Power of Attorney by all JV members / associated partners authorizing the representative of the Lead Consultant shall be provided.
- In case of a JV / association – a **Declaration of Association** clearly indicating the intended contractual arrangement with other firms or individual consultants, and nominating the lead Consultant and including letters of intent of participating firms. In the absence of this document, the other members will be considered as subconsultants. Experiences and qualifications of subconsultants are not taken into account in the evaluation of the applications.
- A signed version of the **Statement of Integrity, Eligibility, Environmental, and Social Responsibility** (see Annex 1).
- **List of project references** presented in the Format provided in **Appendix 2** covering the last ten (10) years only and strictly related to the envisaged services.

The preparation and the submission of the Information is the responsibility of the Respondent and no relief or consideration shall be given for errors and omissions.

Information not providing the necessary content above shall be deemed incomplete and rejected.

7. No Liability of IDC

Respondents should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by IDC regarding anything arising from the fact that pages are missing or duplicated.

8. IDC'S Rights

- 8.1 IDC reserves the right to reject any responses submitted which is incomplete or which fails to meet the specified requirements as called for under this EOI.
- 8.2 The subsequent RFP process may include the acceptance and signing of a Non-Disclosure Agreement (NDA) by all invited Respondents to protect sensitive and confidential information which the IDC may share with such respondents.
- 8.3 The IDC reserves the right to clarify any aspect of information provided / submitted with respondents to this EOI.

9. Request For Proposal

The subsequent RFP will be conducted on IDC's standard terms and conditions in compliance with the applicable AFD Guidelines. The final award selection for all proposals passing the functionality threshold will be made through a combination of the achieved financial score and the BEE ("Black Economic Empowerment") score in accordance with the relevant South Africa's National Treasury legislations and IDC's Procurement Policy.

10. Enquiries

All communication and attempts to solicit information of any kind relative to this EOI should be sent by email to:

Name: Joseph Phiri
Email address: josephp@idc.co.za

Enquiries in relation to this EOI will not be entertained after 26 August 2019, 12h00 pm.

- The enquiries will be consolidated and IDC will issue one response and such response will be posted, within two days after the last day of enquiries, onto the IDC website (www.idc.co.za) under tenders i.e. next to the same EOI document as well as in the AFD website (<https://afd.dqmarket.com/>).

- The IDC may respond to any enquiry in its absolute discretion and the Respondent acknowledges that it will have no claim against the IDC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

All dates and times in this EOI are based on South African Standard Time (GMT+2). The dates and times stipulated in this EOI are subject to change at the IDC's sole discretion. Any such changes will be communicated by the IDC to service providers using the same channel used to publish this EOI. These dates and times do not create an obligation on the part of the IDC to take any action, or create any right for a service provider to demand that the IDC executes a certain action on a specific date at a certain time.

**Appendix 1 to The Request for Expressions of Interest
(To be submitted with the application, signed and unaltered)**

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference of the bid or proposal _____ (the "**Contract**")

To: _____ (the "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been:
 - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

- 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
- 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
 - 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5 In the case of procurement of goods, works or plants:
 - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
 - 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of

any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
 - 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
 - 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
 - 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____

Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

APPENDIX 2: Reference Project format

Ref no: 1	Project title						
Name of legal entity (declaring consultant)	Project Country	Overall project value (ZAR)*	Proportion carried out by the legal entity (%)*	Name of client	Industry / Sector in which client operates	Project Dates (start and end)	Name of JV members, if any
...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project	
Describe the project background, objectives and main activities rendered hereunder :						Name of Client: Address of Client: Contact Person: Telephone number: Email-Address:	

Ref no: 2	Project title						
Name of legal entity (declaring consultant)	Project Country	Overall project value (ZAR)*	Proportion carried out by the legal entity (%)*	Name of client	Industry / Sector in which client operates	Project Dates (start and end)	Name of JV members, if any
...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project	
Describe the project background, objectives and main activities rendered hereunder :						Name of Client: Address of Client: Contact Person: Telephone number: Email-Address:	

Ref no: 3	Project title						
Name of legal entity (declaring consultant)	Project Country	Overall project value (ZAR)*	Proportion carried out by the legal entity (%)*	Name of client	Industry / Sector in which client operates	Project Dates (start and end)	Name of JV members, if any
...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project	
Describe the project background, objectives and main activities rendered hereunder :						Name of Client: Address of Client: Contact Person: Telephone number: Email-Address:	

Ref no: 4	Project title						
Name of legal entity (declaring consultant)	Project Country	Overall project value (ZAR)*	Proportion carried out by the legal entity (%)*	Name of client	Industry / Sector in which client operates	Project Dates (start and end)	Name of JV members, if any
...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project	
Describe the project background, objectives and main activities rendered hereunder :						Name of Client: Address of Client: Contact Person: Telephone number: Email-Address:	

Ref no: 5	Project title						
Name of legal entity (declaring consultant)	Project Country	Overall project value (ZAR)*	Proportion carried out by the legal entity (%)*	Name of client	Industry / Sector in which client operates	Project Dates (start and end)	Name of JV members, if any
...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project	
Describe the project background, objectives and main activities rendered hereunder :						Name of Client: Address of Client: Contact Person: Telephone number: Email-Address:	

Further Instructions to Reference Project template:

- * If the overall project value refers to overall project cost inclusive of Consulting services please indicate the consulting fee separately. The portion carried out by the legal entity refers to that figure. In case the project cost is not denominated in ZAR, the relevant figures shall be converted into ZAR.

APPENDIX 3: List of Available Personnel Structure

1. Access to Expertise Required for the Assignment

Complete the list below to demonstrate the extent to which you have access (internally / externally) to expertise required for this assignment. Include home-office project management / administration and backs-stopping personnel. Include freelance personnel and sub-consultant staff, if applicable. Do not attach CVs as no detailed evaluation of candidates for the project team shall be carried out at this EOI stage. The Respondent shall demonstrate the depth of their own capacity by naming potential candidates for the project team. The focus is on access and availability to project relevant in-house expertise. While it is understood that prequalified Respondents are not required to include staff named below into the proposal during the RFP process, it is expected that the level of in-house expertise in the proposal is consistent with the level demonstrated in this EOI.

Name	Years of Professional Experience in Organisational equity and transformational framing	Years of Experience in facilitation of internal dialogue on gender and people with disabilities issues	Years of Experience in capacity building in organisational equity, transformational change	Years of Experience in leadership coaching	Relationship with the Respondent*	Country/Regional Experience	Relevant Project References (Description of project-related experience)	Project Cost

*For freelance experts (e.g. with retainer contracts or formal agreements) indicate "FE" and how long the expert has been associated with the Respondent. For sub-consultant staff indicate "Sub". Staff from affiliated firms of the Respondent shall be considered as sub-consultant staff. If no acronym is indicated, it is assumed that the staff is permanently employed by the Respondent.