|  |  |
| --- | --- |
|  | **PROCUREMENT CONTRACT** |
|  | **Service – Supplies** |
|  | **Number: 25-MR6543** |
|  | |
|  | **Object of the contract:**  *Strengthening the Institutional Capacity of the Institute of Banking and Financial Studies (IBFS)* |
|  | |
|  | **MAXIMUM AMOUNT OF THE CONTRACT:** |
| |  | | --- | | **Award date:** |   This contract is subject to the French Public Procurement Code in its latest version in force as enacted by [Order No. 2018-1074 issued on 26 November 2018](http://www.marche-public.fr/ccp/ccp-plan-legislative.htm) and its Implementation [Decree No. 2018-1075 issued on 3 December 2018](http://www.marche-public.fr/ccp/ccp-plan-reglementaire.htm) constituting the regulatory aspects of the Public Procurement Code (“CCP”).  It is awarded by means of:  adapted procedure in application of Articles L. 2123-1 and R. 2123-1 to R. 2123-7 of CCP | |

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**special conditions – commitment procedure**

**Between:**

|  |
| --- |
| **EXPERTISE FRANCE SAS**  40, boulevard de Port Royal - 75005 PARIS, France  A simplified joint-stock company with share capital of €828,933 registered under the following numbers:   * SIRET no.: 808 734 792 00035 * Intra-community VAT number: FR36 808734792   Represented by Mr Jérémie PELLET, Managing Director,  **of the first part,** |

**and:**

|  |
| --- |
| **co-contracting party’s name**  (Hereafter the “Contractor”)   * Registered office address: * Registration number at the trade and companies registry: * Intra-community VAT no. (as applicable):   Represented by:  **of the second part,** |

(Hereafter referred to collectively as the “Parties“)

**Whereas:**

This Service Contract is part of Expertise France’s work in Libya, under contract services from EU and French fundings.

Accordingly, it has been agreed

**In the light of the foregoing, the following is agreed:**

1. **Object of the contract**

The object of this contract (hereafter the “Contract) is “*Strengthening the Institutional Capacity of the Institute of Banking and Financial Studies (IBFS)* “.

1. **Contractual documents**

The Contract is composed of the contractual documents set out below in decreasing order of priority:

1. This document and its annexes:

* Annex 1 attached: Specifications;
* The Code of Conduct of Expertise France (available at <https://www.expertisefrance.fr/documents/20182/426622/Expertise+France+%E2%80%93+Code+of+conduct/82cf6060-4768-4b25-8817-ccba1d86e568>);

1. CCAG - General administrative clauses applicable to public procurement for [day-to-day supplies and services approved under the Order of 30/03/2021] [intellectual services approved under the Order of 30/03/2021] [information and communication techniques approved under the Order of 30/03/2021], subject to the exceptions set out in the Contract.

These documents constitute the entirety of the agreement between the Parties with regard to the Contract. They supersede all verbal and written communications, procedures, agreements, commitments, guarantees and settlements referring to its object and facts that may have been made by or on behalf of a Party to the other Party before the notification date. These documents are acknowledged by the Parties to represent the sole and complete expression of the terms of their agreement.

Without prejudice to the general rules applicable to administrative contracts, any modification to the Contract or the waiver of any right resulting from the Contract must be covered by an amendment signed by a duly authorised representative of each Party.

1. **General characteristics of the Contract**

## Form of the Contract

## The CONTRACT is a public contract for services at fixed and total prices.

## Term of the Contract

The term of the Contract is 06 months from its award to the Contractor by Expertise France

The Contract shall expire after all services have been delivered by the Contractor and all rights and obligations of the Parties resulting from the Contract have been extinguished. If all or some of the services remain outstanding by the specified period, the Contractor must immediately take all necessary steps to complete delivery without being able to claim any remuneration in this regard.

1. **Financial provisions**

## Amount of the Contract

The amount of the CONTRACT is: State amount in € exc. VAT.

This amount equates to the total and fixed price of the Contract, which Expertise France undertakes to pay, after validation, all the services/supplies due under the Contract have been accepted without reservation. As pricing is fixed, it includes all costs relating to the corresponding service provision and/or delivery of supplies.

## Form of prices

Prices are firm and non-modifiable.

## Advance

An advance of €XXXXXX is granted to the Contractor from the award date of the Contract.

Any renewal of the Contract execution period will not establish entitlement to any additional advance.

The advance must be repaid in full once the aggregate amount of payments reaches 60% of the price of the item.

## Payment procedure

* **Interim payment**

Periodic quarterly advances may be paid to the Contractor. The amount of such advances may not exceed the value of the services delivered by the Contractor and duly accepted by Expertise France.

The frequency of advance payments may be reduced to 1 month at the request of the Contractor.

The cumulative amount of advances paid shall not exceed 90% of the amount of the Contract

Payment of an advance does not constitute proof of acceptance, even partially, nor does it release the Contractor from its obligations under the Contract or with regard to the item in question.

* **Partial definitive payments/balance**

Each item and purchase order gives rise to a partial definitive payment corresponding to the balance, to be carried out after receipt and final acceptance of all corresponding services and supplies.

## Payment terms and late payment interest

Payment is always made out in the name of the issuer of the invoice or of the expense reimbursement request.

Overall payment terms for monies due under the Contract are thirty (30) days maximum from the date of receipt of the complete invoice, including all supporting documentation, or the date of service/supply acceptance if this date is later. Any missing document will prevent payment.

If these payment terms are not respected, Expertise France will pay late payment interest to the Contractor pursuant to Article R. 2192-10 et seq. of the CCP on the fight against late payment in public procurement contracts. The rate applied shall be the interest rate of the European Central Bank for its main and most recent refinancing operations, as applicable on the first day of the semester of the calendar year during which late payment interest started to accrue, plus eight percentage points.

The amount of the fixed indemnity to cover collection costs is set at forty (40) euros and will be systematically paid in addition to late payment interest. Interest below €40 shall not be mandated.

## Presentation of payment demands

In addition to the legal notices (intracommunity VAT no.), invoices relating to the Contract must contain the following information:

* Company name, address and registered office of the Contractor;
* Registration number of the Contractor (SIRET or equivalent);
* Bank account details;
* The code of the department acting as specifying department (stated in the article entitled Contact person and communication);



* Reference number of the Contract;
* The reference and title of the cooperation project concerned (if applicable);
* Clear and accurate description of the equipment/supplies sold and/or services performed;
* If the Contractor’s bank details are not stated on invoices, it must provide a statement or certificate of bank or post office account details, with the third-party form duly completed in all cases.

Invoices are to be forwarded via the Chorus Pro system, and must state the department code provided above corresponding to the department of Expertise France on behalf of which the Contract has been placed.

If the Contractor is not obliged to forward invoices via Chorus, it may submit its invoices to the contact person stated in the article entitled Contact person and communication.

Invoices for advances must be accompanied by the corresponding supporting documentation validated by Expertise France.

Invoices for balances (partial definitive payments) must be accompanied by a copy of the acceptance decision for the corresponding services and/or supplies.

Any missing document will prevent payment.

## Bank transfer

Payment for invoiced services/supplies will be made to the bank account identified in the third-party sheet.

Payment is always made out in the name of the issuer of the invoice or of the expense reimbursement request.

## Value added tax (VAT)

The Contractor must state the VAT rate applicable to the transaction or, as applicable, its VAT exemption by stating on the invoice the relevant provisions of the French General Tax Code or those of Directive 2006/112/EC of 28 November 2006.

Any Contractor benefitting from exemption must state “VAT exempt” in accordance with the rules that apply to it.

## Taxes and duties

The Contractor shall be directly responsible for all taxes and duties that may be levied against it under the Contract, both in the country of its registered office and in those of project implementation.

1. **inspection and acceptance activities**

## Inspection activities

Inspection activities will be carried out for services and supplies as set out in Chapter 5 of the CCAG-FCS. By way of derogation from Article 23 of the CCAG-FCS, inspection activities will be carried out by:

* the Project Director, Maxime BOST

## Acceptance of services and supplies

By way of derogation from Article 25 of the CCAG-FCS, acceptance activities will be carried out by:

* the Project Director, Maxime BOST

Any lack of response from Expertise France shall not equate to tacit acceptance of services or supplies.

1. **Specific terms of execution**

## Deliverables table

|  |  |  |
| --- | --- | --- |
| **Deliverables** | **Description** | **End date** |
| **Objective 1:** Strengthen IBFS Staff Capabilities and Organizational Structure | | |
| * 1. **Inception Report** | A document summarizing EBI’s understanding of the project scope, approach, and initial findings. It sets the direction for implementation | 2025-08-10 |
| * 1. **IBFS Task Force Established** | An internal coordination plan defining the task force’s roles and responsibilities | 2025-08-19 |
| * 1. **Organizational Review & Structure Update** | Updated organizational structure (organogram) and revised job descriptions delivered and approved | 2025-09-06 |
| * 1. **Staff Competency Assessment Report** | Comprehensive report on IBFS staff competencies, skill gaps, and training needs (covering all departments/branches**)** | 2025-09-24 |
| * 1. **Staff Training and Development Plan + Implementation Team Recommendation** | Plan outlining capacity development actions for IBFS staff (training courses, certifications, timeline, responsible persons). Outlines priority training areas, skills gaps, and a proposed team to lead further implementation within IBFS. | 2025-10-04 |
| **Objective 2:** Develop a Framework to Prepare the Annual Training Plan, Evaluate and Approve Trainers and Training Materials. | | |
| * 1. **Annual Training Plan Framework & Criteria** | A documented framework for annual training planning, including a competency-based planning approach and trainer/training material evaluation criteria | 2025-10-31 |
| * 1. **Committee Operational Guidelines** | Terms of reference and operating procedures for the IBFS Training Committee and Scientific Committee (to evaluate and approve training plans, trainers, and materials) | 2025-11-09 |
| **Objective 3: Establish Feedback, Evaluation, and Quality Assurance Systems** | | |
| 1. **Quality Assurance Dashboard:** | KPI-based training performance tracking tool developed and handed over, including a set of defined indicators and baseline values | 2025-12-07 |
| 1. **Feedback & Evaluation Tools:** | Standardized trainee feedback forms and trainer evaluation forms designed, tested, and ready for use (in both electronic and paper formats) | 2025-12-25 |
| 1. **QA System Training Conducted:** | IBFS staff training workshops delivered on the new feedback and QA system (with training report and materials provided) | 2026-01-03 |
| **4. Final Report:** | A comprehensive final report summarizing all activities undertaken, outputs achieved, best practices, lessons learned, and recommendations for sustaining and building on the results | 2026-01-31 |

## Expert in charge of the assignment

The assignment must be performed by one or more designated experts whose CV must be appended to the Contract.

The Contractor may therefore not replace any designated expert for the delivery of the services attributed to said expert, unless with prior written approval from Expertise France.

## Place of execution

The services will be performed in Remote/ On-Site in Libya/ Tunis

## Language of the Contract

This document is written in English, which shall be the reference language for any dispute that may arise regarding the meaning or interpretation of the Contract, to the exclusion of any other language.

## Commitments of the Contractor

The Contractor is subject to a performance obligation and therefore undertakes to:

* comply with the Specifications;
* immediately notify Expertise France in writing of any communication or instruction relating to the services/supplies that it may receive from the Client (beneficiary country or public entity) or from a third party, and not to comply with any such communication or instruction until having discussed the matter with Expertise France and after receiving the latter’s written authorisation;
* notify any difficulty it may encounter with the performance of its obligations under the Contract;
* comply with all applicable laws and regulations of the country of delivery of the services/supplies and adopt an attitude and act vis-à-vis third parties in the interests of Expertise France, such that Expertise France cannot be reproached in this regard by the Client, or by any person the latter may have designated;
* protect the interests of Expertise France vis-à-vis the Client;
* act as a loyal advisor vis-à-vis Expertise France;
* present itself vis-à-vis the Client, partners and local authorities as a Contractor engaged by Expertise France;
* apply the undertakings of Expertise France as expressed in its Code of Ethics, provided in Annex 5 of the Contract.

In the context of Contract execution, the Contractor undertakes to:

* perform the services/supplies in a diligent, effective and economic manner, in accordance with generally accepted techniques and practices;
* employ appropriate modern techniques and safe and affective processes.

## Confidentiality

The Contractor shall treat as private and maintain the confidentiality of all documents and information received or which it becomes aware of in the context of the Project. It shall maintain the secrecy thereof and not use them for any purpose other than execution of the Contract.

In this regard, the Contractor undertakes:

* To protect and maintain the confidentiality of information considered or presented as such;
* To handle confidential information it receives with the same degree of care and protection as it applies to its own confidential information;
* only to reveal confidential information to its personnel and third parties involved in performance of the Contract after having received prior written and express approval from Expertise France;
* to take all necessary steps such that its personnel and third parties involved in execution of the Contract, who become aware of confidential information, undertake to treat such information with the same level of confidentiality as set out in this clause;
* As and when required, to reiterate the confidential nature of such information to its personnel and third parties involved in the execution of the Contract, as soon as said confidential information is communicated to the aforementioned persons;
* to reiterate the confidential nature of confidential information prior to any meeting during which confidential information is communicated.

Apart from where necessary for the purposes of service delivery, the Contractor may not disclose any element of the Contract without prior written consent from the other party.

## Provision of documents

Expertise France shall ensure that the Contractor receives in good time all the documents (as set out below) required for delivery of the services/supplies:

* Technical offer of the Main Contract
* Specifications of the Main Contract

## Insurance

The Contractor shall take out, and maintain at is own expense, third-party and professional liability insurance policies covering the physical injury and material and consequential damage that may arise from delivery of the services/supplies.

The Contractor shall also take out, and maintain at its own expense, insurance policies covering its working accident and occupational illness liability with regard to its agents assigned to delivery of the services/supplies.

The Contractor must be able to produce on request by Expertise France all certificates demonstrating its possession of the aforementioned policies.

## Contact person and communication

All communication and notifications between the Parties under the Contract shall take place in written form, either through the exchange of e-mails or via registered letter with acknowledgement of receipt, where the latter form is prohibited in certain cases under the Contract, and shall be deemed to have been validly served from its receipt by the addressee.

All correspondence shall be forwarded, all carriage costs paid, to the following addresses:

|  |  |
| --- | --- |
| For Expertise France : | Expertise France  Maxime BOST  USP TUNISIA and LIBYA  40, boulevard de Port Royal  F-75005 PARIS |
| For the Contractor: | To be completed by the Contractor |

Each Party may modify its address at any time subject to notifying the other Party thereof in writing.

## Understaking against deforestation

Within the framework of the policy to combat imported deforestation and in the hypothesis of the use of raw materials or processed products, the Contractor undertakes to evaluate precisely the quantities really necessary and to study alternatives to the products at risk listed below:

* Meat;
* Eggs ;
* Dairy products ;
* Ready-made meals, margarine, spreads;
* Leather shoes ;
* Automotive upholstery ;
* Household and cleaning products ;
* Agrofuels ;
* Lumber ;
* Solid wood or particle;
* Fuels ;
* Paper ;
* Cardboard ;
* Textiles ;
* Coffee, chocolate ;
* Exotic fruits ;
* Electronics.

For more information, the guide Engaging in Zero Deforestation Public Procurement is available at the following email address : <https://www.ecologie.gouv.fr/sites/default/files/Guide_politique_achat_public_zero_deforestation.pdf>

1. **Re-examination clause**

Under Article R.2194-1 et seq. of the Public Procurement Code, Expertise France may amend the provisions of the Contract subject to the following conditions:

* Revision of technical elements (clarification of deliverables, producer technical definitions, equipment technical documents, updated instructions, etc.).

Such modifications shall be notified to the Contractor: by concluding an amendment.

1. **Similar services**

Under Article R.2122-7 of the French Public Procurement Code, the Contractor may be awarded a contract for similar services to those of the initial contract without advertising or competitive bidding.

1. **penalties**

The amount of penalties will be applied within the calculation of the balance due under the relevant item or purchase order.

## Penalties for periodic documentary deliverables

By way of derogation from Article 14 of the CCAG, penalties are set at the fixed rate of €50 net per day of delay in the delivery of the periodic deliverables specified in Article 6 “Deliverables table” of the Contract.

## Penalties applicable to submission of final deliverables

By way of derogation from Article 14 of the CCAG, penalties are set at the fixed rate of €100 net per day of delay in the delivery of the final deliverables specified in Article 6 “Deliverables table” of the Contract.

1. **intellectual property**

## Definitions

The Assignment provided for by this article requires definition of the following terms:

* “Result” means any intended outcome of the performance of the Contract which is delivered and definitively accepted by Expertise France;
* “Creator” means any natural person who contributed to the production of the result;
* “Pre-existing right” means any intellectual property right, including pre-existing technologies owned by Expertise France, the Contractor or any third party with a prior interest in the order to be executed under the Contract.

## Ownership of results

The ownership of results, and the title to related intellectual and industrial property rights, including the solutions and technical information they contain, are entirely and irrevocably transferred to Expertise France under the Contract. This Assignment only covers the economic rights of creators under the conditions set out in Article 8.3 of the Contract. The moral rights of creators are excluded. Such moral rights cover the disclosure, paternity and respect for the integrity of the results treated as a work within the meaning of the French Intellectual Property Code.

The aforementioned elements shall be deemed to be effectively transferred to Expertise France after acceptance of the results delivered to it by the Contractor.

The payment of the price to the Contractor is deemed to include any fees payable to the Contractor in relation to the acquisition of rights by Expertise France, notably all forms of exploitation of the results. The acquisition of such covers all territories worldwide.

## Exploitation of results

By acquiring title to the results developed by the Contractor, Expertise France becomes the holder of all economic copyright relating to such rights. In this regard, yet without the list being exhaustive, Expertise France may exploit the results for the following purposes:

* internal exploitation:
  + disclosure to its personnel;
  + communication disclosure to persons and entities working for Expertise France or cooperating with it, including contractors, subcontractors (whether legal or natural persons), EU institutions, agencies and bodies and member states' institutions;
  + installing, uploading, processing, arranging, compiling, combining, retrieving, copying, reproducing in whole or in part and in unlimited number of copies.
* distribution to the public:
  + in paper, electronic or digital format;
  + on the internet as a downloadable/non-downloadable file;
  + via display, radio or television broadcasting or any other transmission technique;
  + otherwise in any form and by any method.
* modifications:
  + modification of content, form or technique;
  + addition of new elements of content and form;
  + adaptation using new media;
  + translation into any language;
  + digitisation and computer processing.

## Licensing of pre-existing rights

Expertise France shall not acquire ownership of pre-existing rights. The Contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to Expertise France, which may use the pre-existing rights as set out in Article 8.3. Such licences shall become effective from the moment the results are delivered by the Contractor and accepted by Expertise France. On delivery of the results, the Contractor may, as required, provide Expertise France with a list of pre-existing rights and third parties' rights, including those of its personnel, of creators and of other right holders. The licensing of pre-existing rights to Expertise France under the Contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

## Guarantees

When delivering the results, the Contractor shall warrant that they are free of rights or claims from creators and third parties, including in relation to pre-existing rights, for any use envisaged by Expertise France.

On request from Expertise France, the Contractor shall provide evidence of ownership or rights to use all the listed pre-existing rights and rights of third parties, except for the rights owned by Expertise France.

## Image rights

If natural, recognisable persons appear in a result or their voice is recorded, on request from Expertise France the Contractor shall submit a declaration in which such persons (or of the persons exercising parental authority in case of minors) give their permission for the described use of their image or voice. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

1. **Termination of the contract**

## General terms of performance

The Contract is subject to the termination clauses as defined in Articles 29 to 36 of the CCAGFCS.

By way of derogation from 42 of the CCAG termination for reasons of general interest is not applicable to this contract. However, the parties agree on the possibility of terminating the contract by mutual consent.

In the event of early termination, the Contractor shall immediately return to Expertise France all documents it may have received for the purposes of execution of the Contract.

## Termination of the Contract due to the non-availability of a designated expert

In the event of the non-availability of a designated expert, the Contractor shall notify Expertise France thereof within 3 days and, within 14 days at the latest, propose the CV of a replacement expert of at least the same level or expertise. If these replacement conditions are not respected, Expertise France may terminate the Contract due to fault on the part of the Contractor.

Regardless of the circumstances, should an expert remain unavailable for a cumulative duration of XX weeks without a satisfactory replacement having been found, Expertise France may automatically terminate the Contract.

Termination for the non-availability of a designated expert shall not establish any entitlement to any form of compensation for the Contractor.

## Procedure

Any termination decision shall be notified by Expertise France to the Contractor by registered letter with acknowledgement of receipt. It shall state the effective date of termination.

1. **safety and security measures and responsabilities**

The Contractor is the only one who is responsible for the safety of the people and property that he mobilizes for the execution of the present Contract and in this respect, takes all necessary measures. He undertakes to ensure that all of his employees and subcontractors comply with the safety instructions that he issues.

In the event of an incident and/or direct or indirect attack on the safety of people directly or indirectly mobilised by the contractor or its equipment, Expertise France cannot be held responsible in any way whatsoever.

1. **ethics**

The Contractor also undertakes to take note of the  [Expertise France Code of Conduct](https://www.expertisefrance.fr/documents/20182/426622/Expertise+France+%E2%80%93+Code+of+conduct/82cf6060-4768-4b25-8817-ccba1d86e568) and to comply strictly with it (the Expertise France code of conduct is available on the agency’s website: [www.expertisefrance.fr](http://www.expertisefrance.fr)).

Any breach to comply with the code of conduct may result in the termination of the Contract and incur the liability of the Contractor.

1. **Dispute resolution - applicable law**

Any dispute between the Parties relating to the existence, validity, interpretation, execution, and termination of the Contract (or any of its clauses) that the Parties cannot resolve amicably within 30 days of the notification of the dispute by the requesting Party to the other Party, shall be submitted to the competent court.

The applicable law for this Contract is French law, to the exclusion of any other law.

1. **Derogation from the CCAG**

The following articles of this document derogate from the CCAG-FCS:

* article 5 derogates from article 28 and 15 of the CCAG ;
* article 9 derogates from article 14 of the CCAG

1. **AUDIT**

The Contractor may be submitted to an audit concerning compliance with the regulations and contractual obligations applicable to the performance of the present Contract. This audit may be carried out by Expertise France or by a third party appointed by Expertise France and may not be refused by the Contractor. If the audit is carried out by a third party, the appointed third party must not be a direct competitor of the Contractor. Scheduled audits may be carried out periodically or spontaneously at the request of Expertise France or a third party. In all cases, the contractor will be informed at least 5 working days in advance.

The Contractor therefore undertakes to:

* Allow Expertise France or the appointed entity, and facilitate their access to the information required to carry out the audits, including interviews with the people involved and on-site visits;
* Submit documents relating to the performance of the present Contract as well as any documents required by the auditors;
* Demonstrate transparency and respond to auditors’ requests;
* Implement any corrective measures that may be necessary.

Expertise France will notify the Contractor of the identity of the audit structure selected in the case of an external firm, the purpose of the assignment, the planned duration of the assignment and the names of the experts assigned.

The Contractor also undertakes to allow Expertise France, or any other third party mandated by Expertise France, to carry out an investigation in the case of an allegation of a prohibited practice[[1]](#footnote-1) relating to the present Contract, under the conditions set out above.

The conclusions of the audit report will be sent to each of the Parties by any means deemed appropriate by Expertise France.

The conclusions may prescribe the implementation of actions and a deadline for completion.

Any refusal by the Contractor to comply with the audit exercises and/or their conclusions gives as of right to Expertise France the possibility to terminate the present contract without compensation.

1. **Final provisions**

## Declaration

The Contractor, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) hereby declares:

* that no natural or legal person on whose behalf the Contractor is acting is subject to the prohibitions set out in Articles L. 2141-1 to L. 2141-6 and L. 2141-7 to L. 2141-11 of the French Public Procurement Code or any equivalent prohibition issued in another country;
* that the commitments made by the Contractor within the scope of the Contract do not create a situation of conflict of interest that may affect the execution of the Contract;
* that the Contractor have not committed any act that may influence the process of Project implementation to the detriment of the Beneficiary, and notably that no Understanding has been, or will be, entered into;
* that the negotiation, award and execution of the Contract has not given rise to, nor will do so in the future, any act of corruption as defined in the United Nations Convention Against Corruption dated 31 October 2003;
* accepts that the Contract will be awarded in accordance with standard practices and in electronic format.

Furthermore,

The Contractor, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) certify that:

* they do not acquire and don't supply/will not acquire or supply equipment and do not intervene/will not intervene in sectors under embargo by the United Nations, the European Union or France. For information, the list can be found at: <https://www.sanctionsmap.eu> ;
* they are not included in the lists of financial sanctions adopted by the United Nations, the European Union, France and/or the United States, notably in the fight against the financing of terrorism and against attacks on national peace and security. For information, the lists can be consulted at the references below:
* for the United Nations, the United Nations Security Council sanctions lists: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>;
* for the European Union, the lists can be consulted at the following address: <https://www.sanctionsmap.eu>;
* for France, see: <https://gels-avoirs.dgtresor.gouv.fr/List>;
* for the United States, see: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>;
* they are not subject to a World Bank exclusion order and are not on the list published by the World Bank. For information, the list can be consulted at the following address:

<https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

*In the hypothesis of such a decision of exclusion, we can join to the present declaration on honor the additional information which would allow to consider that this decision of exclusion is not relevant within the framework of the market)*.

Finally, the Contractor, its affiliates, suppliers, contractors, consultants and subcontractors (including directors, employees and agents of such entities) acknowledge and accept that the above-mentioned situations may lead to the automatic termination of the contract.

They undertake to inform Expertise France without delay of any change in our situation during the execution of the contract with regard to the present declaration.

FOR THE CONTRACTOR:

In.....………....….., on...…….....20....

Preceded by the handwritten words “Read and approved":

Signature[[2]](#footnote-2):

Name:  
First name:

Role:

FOR EXPERTISE FRANCE:

This offer is accepted as an undertaking.

In.....………....….., on...…….....20....

Signature[[3]](#footnote-3):

Name:  
First name:

Role:

**Done in one original copy retained by Expertise France.**

**Annex 1: Specifications**

**Terms of reference   
and Technical Specifications**

1. **General information**

|  |  |
| --- | --- |
| Project | EU4Skills-Component 4: Financial Sector Skills |
| Assignment name | Strengthening the Institutional Capacity of the Institute of Banking and Financial Studies (IBFS) |
| Beneficiary | EXPERTISE FRANCE |
| Country | **Libya** |
| Type of Contract | Service Contract |
| Implementation Period: | August 2025 – January 2026 (6 months) |
| Total estimated number of days | **180 days** |

1. **Context and justification of the need**

The EU4Skills project is designed to tackle the pressing issue of unemployment in Libya, addressing the urgent need for a comprehensive approach to employability. As of 2020, Libya faced an unemployment rate of 19.6%, disproportionately impacting women and youth. The barriers to accessing quality employment opportunities are multifaceted, necessitating a strategic and integrated response.

The Institute of Banking and Financial Studies (IBFS) – the training arm of the Central Bank of Libya – plays a pivotal role in developing the skills of Libya’s financial sector workforce. However, a recent needs assessment under the EU4Skills project identified significant institutional gaps that hinder the effectiveness of IBFS.

Key issues include an outdated internal structure and unclear staff roles, training programs that are not aligned with evolving sector needs, a lack of qualified internal trainers or a Training-of-Trainers system, the absence of modern content on emerging topics (e.g., Fintech, green finance), and the need for a quality assurance or feedback mechanisms for training.

These deficiencies limit IBFS’s ability to deliver high-quality, relevant training to banks and financial institutions, thereby constraining the sector’s capacity to support SMEs and financial inclusion. To address these challenges, the EU4Skills project (Component 4) is dedicated to strengthening the institutional capacity of IBFS as a cornerstone for Libya’s financial sector development.

This ToR is developed within EU4Skills Component 4 – which focuses on Libya’s financial sector skills – and targets explicitly interventions that will modernize IBFS’s structure, processes, and quality systems. By doing so, IBFS will be better equipped to design and deliver responsive, high-quality training that is aligned with the financial sector’s evolving skill demands.

This assignment represents the first phase of a broader institutional strengthening effort for IBFS. Subsequent ToRs will focus on additional objectives—such as piloting the Training-of-Trainers (ToT) program, designing MSME-focused training packages, and launching the e-learning platform—building on the foundational systems established under this contract.

Strengthening IBFS also complements broader project efforts, such as integrating digital and green finance skills. It aligns with Outcome 4’s targets (e.g., achieving 2–5 institutional reforms within IBFS, including new QA systems and training frameworks). Given the scope and institutional nature of this assignment, the contract will be awarded to an institutional service provider (e.g., a consulting firm, training institute, or consortium) with a mandate similar to IBFS’s (financial sector training and capacity-building).

Individual consultants will not be considered, as the work requires a multi-disciplinary team and organizational backing. The assignment is time-bound (6 months, August–January 2026) and will operate in close collaboration with IBFS and the EU4Skills project team to ensure the sustainable transfer of skills and alignment with IBFS’s mandate and the financial sector’s priorities.

1. **Objectives and desired results**

**Overall Objective:**

Enhance the institutional capacity of IBFS to deliver high-quality, demand-driven and competence – based training for Libya's banking and financial sector, aligning with international best practices and the evolving needs of the sector. This contributes to EU4Skills Outcome 4, which aims to improve financial sector skills and systems for enhanced SME financial inclusion.

**Specific Objectives / Results: By the end of this assignment**

The service provider is expected to achieve the following key results at IBFS:

**Objective 1: Strengthened IBFS Organizational Structure and Staff Capacities**: A comprehensive review and restructuring of IBFS's internal organization have been completed. Clear roles and updated job descriptions are in place, staff competencies are assessed, and a tailored staff development and certification plan has been adopted. An internal IBFS Task Force has been established to coordinate the implementation of this assignment and ensure the sustainability of the institutional changes.

**Institutionalized Training Planning and Trainer Accreditation Framework:** IBFS is equipped with a standardized framework for annually planning its training programs, including procedures to training plans, identify training needs, design and develop training programs, evaluate and approve trainers and training materials. A Training Committee (and Scientific Committee) is operational, with defined guidelines, and a digital system has been introduced to manage training schedules, trainer information, and course content approval. This ensures that IBFS's offerings are systematically aligned with industry needs and quality standards.

**Established Feedback and Quality Assurance (QA) System:** A comprehensive QA system is designed and implemented within IBFS's training operations. This includes tools for collecting course feedback from participants, evaluating trainer performance, and tracking key performance indicators (KPIs) related to training outcomes. IBFS staff are trained to use these QA tools and processes, enabling continuous improvement of training quality and relevance.

By achieving these objectives, the assignment will result in at least four tangible institutional improvements at IBFS:

1. a modernized organizational setup with empowered staff,
2. a career development framework is established
3. a robust training planning & professional accreditation process, and
4. an operational quality assurance mechanism.

These outcomes will directly contribute to IBFS's mandate as Libya's leading banking institute and help ensure that training programs meet the financial sector's priorities (e.g., SME finance, green finance, digital banking), ultimately supporting greater financial inclusion and sector growth.

1. **Description of Assignment and Activities:**

The service provider (contractor) will be responsible for implementing the following activities (as outlined in EU4Skills Component 4, Output 4.2) in close coordination with IBFS. Each activity corresponds to a defined area of improvement for IBFS, with specified tasks and outputs. The contractor should propose a detailed methodology for each, covering assessment, design, implementation, and handover/sustainability measures and financial proposal.

**Activity 4.2.1: Strengthen IBFS Staff Capabilities and Organizational Structure (including establishment of an Internal IBFS Task Force)**

**Description:**

Conduct a thorough institutional assessment of IBFS's current organizational structure, staffing, and capacity gaps. Based on the evaluation, design and implement improvements to IBFS's internal setup and human resource development practices. This includes:

* **Organizational structure Review:** Analyze IBFS's existing organizational structure, departmental functions, and job roles to identify areas for improvement and optimization. Recommend a revised organizational structure that clarifies mandates, eliminates overlaps, and aligns with IBFS's strategic objectives. In collaboration with IBFS management, update or develop clear job descriptions for all key positions and define the corresponding reporting lines. Ensure the new structure addresses the identified accountability issues (e.g., unclear mandates) and is conducive to delivering modern training services.
* **Staff Competency Assessment:** Carry out a competency and skills assessment for selected IBFS staff (at headquarters and any regional branches). Identify skill gaps and training needs at both the individual and departmental levels. This assessment should inform targeted capacity-building interventions for IBFS personnel.
* **Staff Training and Certification Plan:** Develop a practical plan to strengthen IBFS staff capabilities. This plan should outline recommended training programs, upskilling or certification courses, and professional development pathways for IBFS employees tailored to their roles (e.g., training management, curriculum design, e-learning, quality management). The plan should prioritize areas where internal capacity is weak and include a timeline and clear responsibilities for implementation. The plan should incorporate opportunities for staff to obtain internationally recognized certifications in banking and finance training.

**Sub-activity 4.2.1.1: Establishment of Internal Task Force**:

**Description**

Facilitate the creation of an Internal IBFS Task Force to champion and follow up on all improvement initiatives. The contractor will support IBFS leadership in formally establishing this task force (e.g., drafting the official decree or decision by IBFS management). The task force (expected to be a small team of IBFS staff, ~5 people) will serve as the internal counterpart to the project, ensuring knowledge transfer and sustainability. The contractor will assist in defining the task force's composition, roles, and working modalities, which will be documented in an internal coordination plan. Throughout the contract, the contractor will mentor and involve the task force in activities, enabling them to take ownership of ongoing improvements eventually.

**Expected outputs of 4.2.1:**

* An updated IBFS organization chart with corresponding job descriptions approved by IBFS management;
* a Competency Assessment Report covering all staff; a Staff Training & Certification Development Plan;
* and an IBFS Task Force formally established and actively engaged

**Activity 4.2.2: Support IBFS to Develop a Framework to Prepare the Annual Training Plan and Evaluate & Approve Trainers and Training Materials**

**Description:**

Design and implement a standardized framework that enables IBFS to plan its training offerings annually based on sector needs, ensuring the quality of trainers and training materials. This involves both procedural and system development:

**Annual Training Planning Framework:** Develop a modular, competency-based framework for IBFS's training planning. This framework should guide IBFS in identifying priority training topics each year (e.g., SME finance, digital banking, green finance), designing curricula that address competency gaps, and scheduling courses in line with market demand. It should include tools and templates for needs assessment and prioritization, ensuring IBFS's annual training plan is data-driven and aligned with national financial sector priorities.

**Trainer and Material Evaluation Process**: Establish a formal process for screening and approving external trainers, as well as approving training materials and curricula. This will likely involve the creation or strengthening of two committees within IBFS:

A Training Committee (focused on operational planning of courses) and a Scientific/Academic Committee (focused on content quality and relevance). Define the terms of reference, membership, and decision-making procedures for these committees. Develop evaluation criteria and tools for assessing trainer qualifications (e.g., experience, pedagogical skills) and for reviewing course materials (e.g., alignment with competency framework, absence of bias, technical accuracy). These tools may include scorecards, checklists, or rating forms to standardize the approval process.

**Digital System for Training Management:** Design and deploy a simple digital system or database to support the above framework. This system should allow IBFS to maintain a roster of approved trainers (with their profiles, areas of expertise, and performance history) and a repository of approved training materials. It should also facilitate the scheduling and publishing of the annual training calendar. The system can be based on available software (e.g., an LMS or a custom SharePoint/ database) and should be user-friendly for IBFS staff. The contractor will be responsible for the initial setup and basic training of IBFS staff on the system's use.

Suppose a full LMS is not feasible in this timeframe. In that case, the focus can be on a lightweight tool to manage trainers and content, with recommendations for future upgrades (note: a separate Component 4 activity will pilot an LMS under 4.2.8, so coordination is expected).

**Expected outputs of 4.2.2:**

* A Training Planning and Quality Framework document (including competency-based planning approach and trainer/material evaluation criteria) endorsed by IBFS;
* **Operational Guidelines** for the Training Committee and Scientific Committee (mandates, workflows, templates);
* **A functional digital training management system** (trainer & material database) with user guidance and initial sets of evaluated/approved trainer profiles and training modules as examples.

Together, these will institutionalize a quality-assured, repeatable process for IBFS to plan and execute its annual training programs.

**Activity 4.2.3:** **Support IBFS to Establish Feedback, Evaluation, and Quality Assurance Systems**

**Description**:

Develop and introduce a comprehensive Quality Assurance (QA) mechanism for IBFS's training services, enabling continuous feedback and improvement. This activity will build the tools and capacities for IBFS to monitor training effectiveness and stakeholder satisfaction.

**Standardized Feedback Tools:** Create standardized post-training feedback forms and evaluation surveys. These tools will be used to collect feedback from training participants (and possibly instructors) on course content, delivery, and logistics. The contractor should design both paper-based and digital survey formats (to allow eventual online data collection). Forms should cover key dimensions of training quality (e.g., relevance, clarity, practical application, trainer effectiveness) and include both quantitative ratings and qualitative comments.

**Trainer Performance Evaluation:** Develop a methodology for IBFS to evaluate trainers after each course. This could utilize feedback from participants and incorporate observations from supervisors or peer reviews. Design an evaluation form or scorecard for trainers that IBFS's Training/Scientific Committee or QA staff can use to rate trainer performance, identify high performers for future engagement, or pinpoint areas for trainer improvement. This ties into the trainer approval framework. (Activity 4.2.2), creating a feedback loop for trainer development.

**Quality Assurance Framework and KPI Dashboard:** Define a QA framework with clear quality standards and Key Performance Indicators (KPIs) for IBFS training activities. For example, KPIs include participant satisfaction scores, knowledge gain (as measured by pre-and post-test improvements), and the number of new courses developed, among others. Based on this, design a simple KPI dashboard or tracking system for IBFS. This could be an Excel-based dashboard or integrated into the above digital system, where data from feedback forms and training records are aggregated to monitor performance against targets. The contractor will identify 8–10 relevant KPIs, set baselines and targets in consultation with IBFS, and develop a tool to visualize and report on these metrics.

**Staff Training in QA:** Once the feedback tools and QA system are developed, conduct training workshops for IBFS management and staff on how to implement these tools and interpret the results. The service provider will deliver at least one training session on administering surveys and evaluations, as well as one session on utilizing the KPI dashboard and continuous improvement practices. Through this, IBFS staff should be able to carry forward the QA processes after the contract ends autonomously.

**Expected outputs of 4.2.3:**

* A set of standard feedback and evaluation forms (for trainees and trainers) in Arabic (and English if required) ready for use;
* a defined Quality Assurance policy/framework document for IBFS's training services;
* an operational QA Dashboard/Monitoring tool tracking agreed-on performance indicators; and IBFS staff trained in applying the new QA system (with training attendance and materials documented).

These deliverables will collectively form a functioning feedback and quality assurance system embedded in IBFS's operations, filling the critical gap of lacking QA mechanisms noted in the needs assessment.

1. **Anticipated Intermediate and Final deliverables**

The assignment’s deliverables are aligned with the above activities. All outputs should be delivered in Arabic (with translation to English as needed) and must be completed within the 5-month (August–December 2025). The table below summarizes the key deliverables and the expected timeline for their completion

|  |  |  |
| --- | --- | --- |
| **Deliverables** | **Description** | **End date** |
| **Objective 1:** Strengthen IBFS Staff Capabilities and Organizational Structure | | |
| * 1. **Inception Report** | A document summarizing EBI’s understanding of the project scope, approach, and initial findings. It sets the direction for implementation | 2025-08-10 |
| * 1. **IBFS Task Force Established** | An internal coordination plan defining the task force’s roles and responsibilities | 2025-08-19 |
| * 1. **Organizational Review & Structure Update** | Updated organizational structure (organogram) and revised job descriptions delivered and approved | 2025-09-06 |
| * 1. **Staff Competency Assessment Report** | Comprehensive report on IBFS staff competencies, skill gaps, and training needs (covering all departments/branches**)** | 2025-09-24 |
| * 1. **Staff Training and Development Plan + Implementation Team Recommendation** | Plan outlining capacity development actions for IBFS staff (training courses, certifications, timeline, responsible persons). Outlines priority training areas, skills gaps, and a proposed team to lead further implementation within IBFS. | 2025-10-04 |
| **Objective 2:** Develop a Framework to Prepare the Annual Training Plan, Evaluate and Approve Trainers and Training Materials. | | |
| * 1. **Annual Training Plan Framework & Criteria** | A documented framework for annual training planning, including a competency-based planning approach and trainer/training material evaluation criteria | 2025-10-31 |
| * 1. **Committee Operational Guidelines** | Terms of reference and operating procedures for the IBFS Training Committee and Scientific Committee (to evaluate and approve training plans, trainers, and materials) | 2025-11-09 |
| **Objective 3: Establish Feedback, Evaluation, and Quality Assurance Systems** | | |
| 1. **Quality Assurance Dashboard:** | KPI-based training performance tracking tool developed and handed over, including a set of defined indicators and baseline values | 2025-12-07 |
| 1. **Feedback & Evaluation Tools:** | Standardized trainee feedback forms and trainer evaluation forms designed, tested, and ready for use (in both electronic and paper formats) | 2025-12-25 |
| 1. **QA System Training Conducted:** | IBFS staff training workshops delivered on the new feedback and QA system (with training report and materials provided) | 2026-01-03 |
| **4. Final Report:** | A comprehensive final report summarizing all activities undertaken, outputs achieved, best practices, lessons learned, and recommendations for sustaining and building on the results | 2026-01-31 |

The above timeline is indicative. The service provider should propose a detailed work plan in their methodology. Some activities can run in parallel. All deliverables will be considered achieved only upon acceptance by the contracting authority (EU4Skills/Expertise France) in coordination with IBFS. The contractor is expected to factor in feedback/revision time in the schedule

1. **Additional activities**

Expertise France reserves the right to formally request additional intellectual expertise and related activities as necessitated by the evolving requirements of the mission. Such requests shall be communicated in writing and will detail the specific nature of the expertise required, the rationale for the request, and any associated timelines.

Consultants hereby advised that acceptance of this provision is a prerequisite for application. By submitting a proposal, consultants acknowledge their understanding of this clause and agree to provide the requested expertise in a timely and professional manner, ensuring alignment with the overall objectives of the mission.

1. **Coordination and Monitoring & Evaluation & Key indicators**

The contracted service provider will work under the supervision of the Expertise France Component 4 Team (financial sector component) and in close partnership with IBFS leadership. A dedicated Component 4 coordinator (at Expertise France/EU4Skills) will be the primary counterpart for contract management and technical oversight. On the IBFS side, the contractor will coordinate regularly with the IBFS internal task force established under this assignment, as well as designated focal points from IBFS management. Regular coordination mechanisms shall include:

* **Inception Meeting**: at the start of the assignment (early August 2025) to, agree on the work plan, introduce the team to IBFS stakeholders, and clarify roles.
* **Bi-weekly Progress Meetings** (virtual or in-person) with EU4Skills and IBFS representatives to review status, address challenges, and align on the next steps.
* **Monthly Progress Reports:** brief written updates submitted six by the contractor, outlining activities completed, progress against deliverables, and any issues or risks.
* **Ad hoc Meetings/Consultations:** as needed for specific tasks (e.g., workshop organization, validation of frameworks, etc.), including stakeholder workshops to validate outputs (IBFS management, CBL, and possibly commercial banks for relevance feedback).

The service provider is expected to maintain a collaborative approach, working on-site with IBFS as required (e.g., for assessments workshops) and fostering ownership within IBFS for all outputs. All key decisions or changes in approach will be consulted with the EU4Skills project team and IBFS counterparts. The contractor must ensure close alignment with other Component 4 activities to avoid overlaps.

1. **Monitoring & Evaluation:**

The performance of the service contract will be monitored through the successful delivery and quality of the outputs listed in the timeline. EU4Skills and IBFS will review each deliverable for technical quality, relevance, and completeness. The contractor should incorporate feedback and finalize deliverables to the satisfaction of the project.

1. **Key Performance indicators for success include:**

Timely completion of all deliverables within the contract period. Quality and usability of the outputs (e.g., the extent to which IBFS staff find the new frameworks and tools practical and adaptable).

|  |  |  |
| --- | --- | --- |
| **Deliverables** | **KPI** | **Verification sources** |
| 1. Inception Report | * Submitted within the first two weeks of contract start. * Approved by EF and IBFS without major revisions. | * Signed submission receipt * Approval email or feedback memo |
| 1. IBFS Task Force Established | * The Task Force's composition and roles are validated and functional. | * Coordination plan or meeting records |
| 1. Organizational Review & Structure Update | * Approved updated organizational chart submitted. | * Final organogram document * Set of revised job descriptions |
| 1. Staff Competency Assessment Report | * Minimum of # staff assessed across key departments * Competency profiles linked to training priorities | * Assessment summary report * Staff mapping annex |
| 1. Staff Training and Development Plan + Implementation Team Recommendation | * Training plan includes short- and medium-term actions. * Proposed implementation team endorsed by IBFS | * Final plan document * Endorsement email or meeting minutes |
| 1. Annual Training Plan Framework & Criteria | * Competency-based planning approach clearly defined. * Trainer/material evaluation tools designed and usable | * Training framework document * SOPs or templates submitted |
| 1. Committee Operational Guidelines | * TORs for both Training and Scientific Committees approved. * First joint planning cycle piloted or scheduled. | * TOR documents * Committee meeting agenda or minutes |
| 1. Quality Assurance Dashboard: | * KPI dashboard developed with at least 5 performance indicators. * Data entry trial or demo conducted with IBFS staff. | * Dashboard screenshots or file * Staff feedback or pilot session report |
| 1. Feedback & Evaluation Tools: | * Standard feedback forms finalized and tested. * At least 2 evaluation templates developed (trainee/trainer). | * Form templates in Arabic/English * Pilot test summary or analysis |
| 1. QA System Training Conducted: | * At least 2 training sessions delivered to IBFS staff. * Minimum 10 participants trained with evaluation results. | * Training attendance sheet * Pre/post training feedback or test results |
| 1. Final Report: | * Submitted by end of contract period. * Captures all deliverables with lessons learned and next steps. | * Final report file * Approval memo or closing meeting notes |

1. **Place, duration and terms of performance**

* Implementation period: 6 months
* Start date: 01 August 2025
* End date: 31 Jan 2026
* Location: Remote/ On-Site in Libya

*The provisional Programme for assignment implementation is as follows:*

|  |  |  |
| --- | --- | --- |
| **Activity** | **Place** | **Period** |
|  |
| **4.2.1**: Strengthen IBFS Staff Capabilities and Organizational Structure | Remote/ On-Site in Libya | weeks |
| **4.2.1.1:** Establishment of Internal Task Force | Remote/ On-Site in Libya | weeks |
| **4.2.2:** Support IBFS to Develop a Framework to Prepare the Annual Training Plan and Evaluate & Approve Trainers and Training Materials | Remote/ On-Site in Libya | weeks |
| **4.2.3:** Support IBFS to Establish Feedback, Evaluation, and Quality Assurance Systems. | Remote/ On-Site in Libya | weeks |
| **Total** | | Weeks |

1. **Required Expertise and Profile of the Service Provider**

Given the institutional capacity-building nature of this assignment, the bid is open only to organizations (consultancies, training institutes, consortia of experts, NGOs with relevant mandate, etc.) – individual applications will not be considered. The ideal service provider will have the following profile. A concrete division of labor is expected to be made by the organization and attached to the letter of interest to be submitted as a part of the technical proposal.

1. **Relevant Institutional Experience:**

* A proven track record (minimum 5-10 years) in projects related to training institution development, organizational capacity building, and workforce training programs in the financial sector.
* Experience in establishing training frameworks, accreditation systems, or quality assurance processes for educational or training bodies is highly desirable.
* Organizations that themselves have a mandate similar to IBFS (e.g., banking institutes, financial training centers) are encouraged to apply, as are consulting firms specializing in TVET or professional training in finance.

1. **Domain Knowledge:**

* Strong understanding of financial sector skills needs, particularly in areas of banking, SME finance, fintech, and green finance.
* Familiarity with modern training methodologies (competency-based training, e-learning) and quality standards in training.
* Prior experience in the Middle East/North Africa region or transition economies, particularly in financial sector development projects, is an asset. Knowledge of the Libyan context or Arabic language skills within the team will also be advantageous.
* Proven experience conducting organizational assessments, skills gap analyses, and training system reforms.

1. **Team Composition and Qualifications:**

The service provider should propose a qualified team of experts to cover the multidimensional tasks. The team is expected to include at a minimum:

* **Team Leader/Organizational Development Expert:** with extensive experience in institutional assessments, organizational restructuring, HR development (preferably in banking/finance institutions). Should have at least a Master’s degree in Business Administration, Human Resources, Organizational Development, or a related field, and 10+ years of relevant experience. Proven leadership in similar projects is required. They must dedicate at least **30% of their time** to this assignment
* **Training and Learning Design Specialist:** expert in curriculum design and training management, ideally with a background in banking and finance training. Should have experience in developing training frameworks and evaluating training programs, with a degree in Education, Training Management, or a related field.
* **Quality Assurance Specialist:** with expertise in M&E or quality management in education/training programs. Responsible for designing feedback tools and QA systems. Should be skilled in data analysis and developing KPIs.

The team may include additional experts (e.g., subject matter experts for green finance integration, etc.) as the provider sees fit to achieve the objectives. All key experts should possess strong analytical and written skills in both Arabic and English. CVs of proposed experts will be evaluated as part of the tender (detailing relevant experience and qualifications).

1. **Capacity and Logistical Ability:**

* The organization must demonstrate the capacity to deploy the team to Tripoli, Libya (or an agreed-upon location if security conditions necessitate workshops to be held abroad or remotely).
* Experience working in post-conflict or fragile environments will be considered. The provider should have the administrative and financial capacity to manage the contract (including delivery of activities, workshops, and translation services if needed) and ensure timely submission of outputs.
* All travel and accommodation expenses will be covered separately by Expertise France and do not need to be included in the financial proposal.

1. **Language and Regional Experience**

* English and Arabic proficiency are mandatory across the team. At least some team members must be fluent in Arabic to lead stakeholder consultations, conduct assessments, and facilitate training and workshops in Libya.
* The ability to translate between Arabic and English, both orally and in writing, will be crucial for ensuring inclusive participation and accurate documentation.
* Prior experience working in Libya or with Libyan financial institutions is highly desirable.

1. **Logistical and Operational Capacity**

* The provider must demonstrate the administrative capacity to mobilize a team to Libya or, where necessary, conduct activities remotely or in a hybrid format.
* The provider must be able to organize workshops, training sessions, and stakeholder consultations in coordination with IBFS and Expertise France.
* The provider is expected to deliver all outputs on time and to a high standard.
* All travel and accommodation costs will be directly covered by Expertise France and should not be included in the financial proposal.

1. **Reporting and Coordination**

* The expert or institution will report to the Chief of Component. Regular progress reports will be required throughout the assignment, detailing milestones achieved, challenges encountered and proposed next steps.
* The expert will be expected to provide regular updates to all key stakeholders and maintain open lines of communication.

1. **Tender Assessment Criteria:**

Each proposal will be evaluated based on the following criteria. The total score is out of 70.

|  |  |
| --- | --- |
| **Criteria** | **Score** |
| 1. **1. Understanding of the Assignment and Proposed Methodology**   The extent to which the proposal shows a clear understanding of the objectives and challenges of this ToR. A sound methodology and work plan should be presented, detailing how each activity will be carried out, the tools and approaches to be used, and a realistic timeline. Innovative and context-tailored methods (e.g. approach to engage IBFS staff, strategies to ensure sustainability, risk mitigation measures for the short timeframe) will score higher. | ***10*** |
| 1. **Proposed Methodology:** Quality, relevance, and feasibility of the proposed methodologies for developing qualitative and quantitative indicators. The assessment will focus on the methodology's coherence with project goals, practicality and adaptability in the Libyan context, practical tools and techniques for gap analysis and needs assessment and the consideration of both qualitative and quantitative approaches**.** | ***25*** |
| 1. **Detailed Work Plan and Timetable*:*** Clarity and practicality of the proposed work plan and timetable, ensuring alignment with the project's deadlines. This includes the feasibility of coordinating on-site activities in Libya and remote work to maximize efficiency and effectiveness. | ***15*** |
| 1. **Institutional Experience and Composition of the Consultant Team:** Demonstrated experience of the institution in similar assignments, particularly in training system development and institutional capacity building within the financial sector. Strong track record in Libya or comparable MENA contexts is preferred.   The proposed team must include qualified experts with clear roles and complementary skills covering organizational development, training design, QA systems, and digital tools. A senior Team Leader with at least 15 years of relevant experience is required. Proficiency in English is essential; Arabic is highly desirable. | ***15*** |
| 1. **Financial Offer**: Clarity and detail of the financial proposal, including a comprehensive breakdown of costs for all project activities, considering both on-site and remote components. Cost-effectiveness and value for money will be assessed. | **30** |
| 1. **Added Value and Innovation:** Demonstration of added value, such as innovative approaches, unique insights, or strategies that go beyond the standard requirements outlined in the ToR. This may include suggestions for capacity building, sustainability measures, or additional support mechanisms for IBFS and other stakeholders. | **5** |
| **Total** | **100** |

1. **8. Application Process**

Interested institutional service providers should submit a proposal package in English by no later than [15 July 2025]. The proposal should include the following documents:

* **Technical Proposal:** A detailed document explaining the approach to the assignment. It should cover the understanding of the context, the proposed methodology for each activity, the timeline and work plan, and the team organization. The technical proposal should not exceed [20] pages (excluding annexes for CVs or past project references). It should also include a brief risk assessment and any value-added offerings that the bidder may provide.
* **Financial Proposal:** A separate document (preferably in MS Excel or PDF) itemizing all costs. It should detail expert fees (including daily rates and the number of days per team member), workshop and training delivery costs, administrative expenses, and any other relevant items. **Travel and accommodation costs should be excluded**, as these will be covered separately by Expertise France. A lump-sum total or ceiling amount must be clearly indicated.

**Note**: The contract will be output-based, with payments linked to deliverables according to an agreed-upon schedule.

* **Personnel Details:** CVs of all proposed key experts (each CV should be no more than three pages and include relevant experience and qualifications). Also include a summary table of the team, showing each member’s role and level of effort.
* **Institutional Profile and References:** A brief introduction to the applying organization or consortium, including legal identity, year of establishment, areas of expertise, and experience in Libya or similar contexts. Any brochures or additional information can be included as annexes.
* **Submission:** Proposals should be submitted electronically via
* **Timeline:** The deadline for submission is …. July 2025, 17:00 Libya time. Any requests for clarification must be submitted via email to the same address **by July 2025**.
* **Selection and Award:** Proposals will be evaluated as per the criteria above by a tender evaluation committee comprising members of the EU4Skills project.

Expertise France reserves the right to cancel the tender or not award the contract if none of the proposals meet the minimum requirements. Upon award, the service provider is expected to mobilize quickly in early August 2025. An inception report and detailed work schedule will be due within two weeks of contract signature (to be confirmed during the contracting process).

1. **Data Protection Compliance**

Expertise France Libya operates under the stringent regulations of the General Data Protection Regulation (GDPR). All data collected, processed, or accessed during this mission must comply with GDPR standards, ensuring the protection of personal information. The consultants are required to implement robust data protection measures, ensuring confidentiality, integrity, and secure handling of all data.

1. **Ethical and Other Considerations:**

The contracting organization must adhere to EU and Expertise France procurement regulations and anti-corruption policies. Bidders should confirm in their submission that they are not in any exclusion situations (e.g., bankruptcy, legal convictions, etc.). Moreover, the contractor should respect cultural sensitivities and data confidentiality during the assignment. All materials produced under this contract will be the property of Expertise France.

1. Prohibited practices as defined by the Agence Française de Développement group are defined below: <https://www.afd.fr/en/ressources/afd-groups-policy-prevent-and-combat-prohibited-practices-2020> [↑](#footnote-ref-1)
2. Date and original signatures [↑](#footnote-ref-2)
3. Date and original signatures [↑](#footnote-ref-3)